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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING
TUESDAY, MAY 30, 2023, 6:00 P.M.
CHARLES R. PARSONS ADMINISTRATION BUILDING, 524 BROAD STREET

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Special Meeting Minutes

V. Public Participation

VI. Administrative Items

A. Personnel Consent Items

1. Resignations

a) Arianna Coleman, Crossing Guard position only, eff. 5/26/2023
b) Judy Garey, Crossing Guard position only, eff. 5/26/2023
c) Kelly Ross, Non-teaching Employee, eff. 5/18/2023
d) Dave Ryder, WMS Assistant Principal
e) Christine Thoma, Non-teaching Employee, retirement, eff. 2/11/2023
f) Allyson Wagner, Non-teaching Employee, eff. 5/18/2023
g) Jason Venner, Business Advisory Council Member
h) Dave Ryder, Middle School Assistant Principal, eff. 8/1/2023
i) Kevin Evans, Boys Reserve Lacrosse Coach, eff. 5/25/2023

2. Employments

a) Halle Baker, Part-time Certified Teacher
b) Meghan Barker, Certified Teacher
c) Cindy Beeman, Certified Teacher
d) Jennifer Bilek, Business Advisory Council Member

e) Rebekah Chaney, Certified Teacher
f) Dave Ryder, Overlook Elementary School Principal, eff. 8/1/2023

g) Orton-Gillingham Trainees

(1) Halle Baker
(2) Heather Cheslock

h) Supplemental Contracts

(1) Aaron Austin, Coding Camp Teacher
(2) Aaron Austin, STEM Camp Teacher
(3) Mary Beth Baxley, Co-Director, WHS Play
(4) Elizabeth Beal, Prevention Specialist
(5) Laura Boyert, WMS Special Education Dept. Head
(6) Amy Casey, ESY Tutor Services
(7) Jill Carpenter, STEM Camp Teacher
(8) Amy Clark, WMS Science Dept.Head
(9) Dianna Culbertson, Coding Camp Teacher
(10) Kalyn Davis, Coding Camp Teacher
(11) Kalyn Davis, STEM Camp Teacher
(12) Dave Derrig, High School Art Club
(13) Eric England, WMS Boys/Girls Cross Country Coach
(14) Vicki Fugate, Coding Camp Teacher
(15) Vicki Fugate, STEM Camp Teacher
(16) Taylor Gardner, ESY Intervention Specialist Services
(17) Cheryl Gerberich, Bear Cub Academy
(18) Aliza Gill, Coding Camp Teacher
(19) Kate Goodrich, WMS English Dept. Head (50%)
(20) Kim Haic, Bear Cub Academy
(21) Kari Johnson, Coding Camp Teacher
(22) Kendall Kelly, ESY Speech/Language Pathologist Services
(23) Kelly Laib, STEM Camp Teacher
(24) Beth Lawrence, WMS Math Dept. Head
(25) Mike Lee, WMS Asst. Cross Country Coach
(26) Brian Lenox, Coding Camp Teacher
(27) Brian Lenox, STEM Camp Teacher
(28) Kim Leonard, ESY Tutor Services
(29) Joy Love, Coding Camp Teacher
(30) Joy Love, STEM Camp Teacher
(31) Jennifer Manos, K-8 School Counselor Dept. Head
(32) Morgan Marando, Coding Camp Teacher
(33) Morgan Marndo, STEM Camp Teacher
(34) Jeff Marini, Coding Camp Coordinator
(35) Abby Martin, STEM Camp Teacher

(36) Lindsey Miller, Coding Camp Teacher
(37) Lindsey Miller, STEM Camp Teacher
(38) Amy Muhl, Coding Camp Teacher
(39) Amy Muhl, STEM Camp Teacher
(40) Brandon Nolin, 8th Grade Football Head Coach
(41) Katie Oliver, ESY Tutor Services
(42) Lisa Owens, STEM Camp Teacher
(43) Meagan Neumann, Crisis Response Leader
(44) Brianne Pernod, Coding Camp Teacher
(45) Brianne Pernod, Co-Director, WHS Play
(46) Katie Pickard, Coding Camp Teacher
(47) Katie Pickard, STEM Camp Teacher
(48) Matt Price, WMS Asst. Football Coach
(49) Chris Roberts, STEM Camp Administrator
(50) Stephine Schmeltzer, STEM Camp Teacher
(51) Caren Schrubb, WMS Social Studies Dept. Head
(52) Joe Shalala, Coding Camp Coordinator
(53) Matt Shiarla, WMS Asst. Football Coach
(54) Matt Shiarla, WHS Art Club
(55) Kip Shipley, WMS Athletic Director
(56) Amanda Simmons, Coding Camp Teacher
(57) Amanda Simmons, STEM Camp Teacher
(58) Joe Snyder, WMS English Dept. Head (50%)
(59) Joe Snyder, 8th Grade Volleyball Head Coach
(60) Joe Snyder, Youth Volleyball Camp Asst. Coach
(61) Lisa Wallen, WMS Encore Dept. Head
(62) Kevin Williams, WMS Asst. Football Coach
(63) Allyson Wines, Youth Volleyball Camp Director
(64) Chad Wolf, STEM Camp Coordinator
(65) Chad Wolf, 7th Grade Football Head Coach

i) Athletic Event Workers

(1) OHSAA Division I Boys Lacrosse Regional Qualifier vs. Shaker Heights (5/18/2023 at Art Wright Stadium)

(a) Maria Daull, Tournament Site Manager ($100)
(b) Tom Jackson, Asst. Site Manager ($75)

(2) OHSAA Division I Boys Lacrosse Regional Quarterfinal vs. Lakewood St. Edward (5/20/2023 at Art Wright Stadium)

(a) Maria Daull, Tournament Site Manager ($100)

*Other personnel required were paid at their previously Board of Education-approved athletic contest worker rate.

3. Recommendation to approve 4 hrs. of unpaid leave for Phil Seenes on May 19, 2023

B. Action Consent Items

1. Recommendation to approve the following overnight trips:

    a. Cheerleading team members to Ashland University, leaving on June 22 and returning on June 24, 2023

    b. Choir members to Show Choir Camps of America (Heidelberg University) July 9-15, 203

2. Recommendation to accept the following donations:

    a. $1,000 from the WMS PTO
    b. $5,000 from the Wadsworth Band Boosters
    c. $4,000 from the Wadsworth Drama Boosters
    d. $1,000 from Michele Schuster
    e. $3,000 from the Lion's Club

3. Recommendation to approve the official class of 2023 graduation roster

4. Recommendation to approve the following Agreements of Articulation between the University of Akron Buchtel College of Arts and Sciences and the Wadsworth City School District Board of Education, on behalf of the Four Cities Compact:

    a. Animal Science Program
    b. Athletic Health Care Program
    c. Automotive Tech Program
    d. Business Academy Program
    e. Cosmetology Program
    f. Criminal Justice Program
    g. Culinary Arts Program
    h. Diversified Medical Technologies Program
    i. Nursing Assistant Care Program
    j. Pharmacy Science Program
    k. Teacher Academy Program

5. Recommendation to approve the Contract between Foertmeyer & Sons Greenhouse Co. and the Wadsworth City School District Board of Education

6. Recommendation to approve the Variation to Document Management Agreement between ComDoc and the Wadsworth City School District Board of Education

7. Recommendation to approve the AG Parts Education Terms of Purchase

8. Recommendation to approve the College Credit Plus Partnership Memorandum of Understanding between Cuyahoga Community College District and the Wadsworth City School District Board of Education

9. Recommendation to approve the Sales Contract between Make Me Dough School Yum-Raising and the Wadsworth City School District Board of Education

10. Recommendation to approve membership in the Alliance for High Quality Education for the period of July 1, 2023 through June 30, 2024

11. Recommendation to award the Winifred B. Young Scholarship in the amount of $1,000 to Ben Wilkinson

12. Recommendation to award the Frank H. Close Scholarship in the amount of $200 to Jasmine Youngblood

13. Recommendation to approve the Pupil Transportation Agreement 2023/2024 between Suburban School Transportation Company, Inc. and the Wadsworth City School District Board of Education

14. Recommendation to approve the Library Speakers Consortium Business and Organization Terms and Conditions and Privacy Policy

15. Recommendation to approve the OHSAA Tournament Site Agreement

16. Recommendation to approve the Agreement between the EA Group and the Wadsworth City School District Board of Education

17. Recommendation to approve the LEA Agreement between the Medina County Board of Developmental Disabilities and the Wadsworth City School District Board of Education

18. Recommendation to approve the Flat-Terms of Service-Education User, Flat-Data Processing Addendum, Flat-Privacy Policy, Flat-Terms of Service-Business and the Amendment document

19. Recommendation to approve the Summit Educational Service Center Local Education Agency Contract for Services Supervised by ESC Board between the Summit Educational Service Center Governing Board and the Wadsworth City School District Board of Education

20. Recommendation to approve the Tuition Contract for ESCMC Summer Enrichment Program 2023

21. Recommendation to approve the Agreement between Ripcho Studio, Inc. and the Wadsworth City School District Board of Education

22. Recommendation to approve the Production Contracts (2) and Addendum between Music Theatre International and the Wadsworth City School District Board of Education

23. Recommendation to add Julie Into to the graduating class of 2022

24. Recommendation to approve the Production Contract Broadway Junior Collection between Music Theatre International and the Wadsworth City School District Board of Education

25. Recommendation to approve the Group Agreement between Mohican Lodge & Conference Center and the Wadsworth City School District Board of Education

26. Recommendation to approve the School Counseling Program Memorandum of Agreement between The University of Akron College of Health and Human Services and the Wadsworth City School District Board of Education

27. Recommendation to approve the Prevention Awareness Support Services Agreement

28. Recommendation to approve the memorandum of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education

C. Action Item

1. Recommendation to approve the Guaranteed Maximum Price Amendment between Hammond Construction, Inc. and the Wadsworth City School District Board of Education

CI. Personnel Item

1. Recommendation to approve the Resolution to Declare Intention to Consider the Termination of Contract with Full Specification of the Grounds for Such Consideration (Mr. Scott Larch)

VII. 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
May 30, 2023

Agenda Detail Sheet

V. Administrative Items

A. Personnel Consent Items

2. Employments

a) Halle Baker: Ms. Baker is being recommended to fill the part-time third grade teaching position at Valley View Elementary School, split with Ms. Kelly Gleason, left open by the transfer of Ms. Hannah Myers to a preschool teaching position that was left open by the resignation of Ms. Kelsey Thomas. Ms. Baker will start at the beginning of the 2023-2024 school year.

b) Meghan Barker: Ms. Barker is being recommended to fill the full-time teaching position, split between Ms. Petit's first grade classroom and Ms. Schmeltzer's second grade classroom at Isham Elementary School, left open by the transfer of Ms. Caitlyn Sypherd to a first grade teaching position at Isham Elementary School. Ms. Barker will start at the beginning of the 2023-2024 school year.

c) Cindy Beeman: Ms. Beeman is being recommended to fill the full-time technology teacher position at Wadsworth Middle School that is open due to the transfer of Ms. Elizabeth Davis to the new technology integration specialist position for grades 7-12, starting in the 2023-2024 school year.

d) Rebekah Chaney: Ms. Chaney is being recommended to fill the tutor position at Valley View Elementary School starting in the 2023-2024 school year. The position has been filled by Ms. Chaney as a long-term substitute during the 2022-2023 school year.

e) Dave Ryder: Mr. Ryder is being recommended to fill the Overlook Elementary School principal position that was left open when Ms. Erin Simpson accepted the principal position at the Grizzly Academy.

B. Action Consent Items

4. University of Akron Buchtel College of Arts and Sciences Agreements of Articulation: The Agreements of Articulation between the University of Akron

Buchtel College of Arts and Sciences and the Wadsworth City School District, on behalf of the Four Cities Compact, being recommended for approval detail the conditions of articulation and articulated courses and credits for eleven (11) of the programs in our Four Cities Compact.

5. **Foertmeyer and Sons Greenhouse Co. Contract:** The Contract between Forertmyer and Sons Greenhouse Co. and the Wadsworth City School District being recommended for approval will allow Isham Elementary School to hold a fundraiser with Foertmeyer and Sons Greenhouse Co. in the fall of 2023.

6. **ComDoc Variation to Document Management Agreement**: The Variation to Document Management Agreement between ComDoc and the Wadsworth City School District Board of Education being recommended for approval will allow the addition of a copy machine to our existing Agreement with ComDoc. The copy machine will be placed in the Grizzly Academy and will add $192.00 per month to our existing contract for the remainder of the term.

7. **AG Parts Education Terms of Purchase:** The AG Parts Education Terms of Purchase being recommended for approval will allow used Chromebooks to be sold to AG Parts Education, per the amounts detailed in the Terms of Purchase.

8. **College Credit Plus Memorandum of Understanding with Cuyahoga Community College District:** The College Credit Plus Memorandum of Understanding between Cuyahoga Community College District and the Wadsworth City School District Board of Education being recommended for approval details the responsibilities of each party for the 2023-2024 school year.

9. **Make Me Dough School Yum-Raising Sales Contract:** The Sales Contract between Make Me Dough School Yum-Raising and the Wadsworth City School District Board of Education being recommended for approval will allow the middle school choir to hold a fundraiser from August 31 through September 14, 2023.

10. **Alliance for High Quality Education Membership:** The Alliance for High Quality Education membership for the 2023-2024 school year being recommended for approval will allow our district to continue to leverage the lobbying efforts and other resources of this organization. The Alliance for High Quality Education is comprised of districts that are similar to Wadsworth and that have a common interest in advocating for adequacy and objective, cost-related school funding levels. The Wadsworth City School District has been a member of the Alliance for High Quality Education since February of 2014.

13. **Suburban School Transportation Co. Pupil Transportation Agreement:** The Pupil Transportation Agreement between Suburban School Transportation Co. and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to continue to utilize the transportation services

provided by Suburban School Transportation Company, Inc. for students whose individual education program (IEP) requires the services during the 2023-2024 school year.

14. **Library Speakers Consortium Business and Organization Terms and Conditions and Privacy Policy:** The Library Speakers Consortium Business and Organization Terms and Conditions and Privacy Policy being recommended for approval will allow our elementary schools to participate in live, online presentations by bestselling children's authors.

15. **OHSAA Tournament Site Agreement:** The OHSAA Tournament Site Agreement being recommended for approval is for the use of Art Wright Stadium for boys regional lacrosse on May 18, 2023.

16. **EA Group Agreement:** The Agreement between EA Group and the Wadsworth City School District Board of Education being recommended for approval is for work that was completed as part of the water infiltration/ceiling issue at Central Intermediate School that resulted in the closure of the school on May 4-5, 2023.

17. **Medina County Board of Developmental Disabilities LEA Agreement:** The LEA Agreement between the Medina County Board of Developmental Disabilities and the Wadsworth City School District Board of Education being recommended for approval details the responsibilities of each organization when a student requires the services of the Medina County Board of Developmental Disabilities, per the student's individual education program (IEP).

18. **Flat-Terms of Service-Education User, Flat-Data Processing Addendum, Flat-Privacy Policy, Flat-Terms of Service-Business and the Amendment Document:** The Flat-Terms of Service-Education User, Flat-Data Processing Addendum, Flat-Privacy Policy, Flat-Terms of Service-Business and the Amendment document being recommended for approval will allow our school district to use the Flat program as part of the music curriculum that was approved at the April 10, 2023 Board of Education meeting.

19. **Summit Educational Service Center Local Education Agency Contract for Services Supervised by ESC Board:** The Summit Educational Service Center Local Education Agency Contract for Services Supervised by ESC Board between the Summit Educational Service Center Governing Board and the Wadsworth City School District Board of Education being recommended for approval will allow for thirty (30) days of audiology services during the 2023-2024 school year for students who require the said services per their individual education program (IEP).

20. **Tuition Contract for ESCMC Summer Enrichment Program 2023:** The Tuition Contract for ESCMC Summer Enrichment Program 2023 being recommended for

approval will allow students to attend the ESCMC summer enrichment program, per each student's individual education program (IEP).

21. **Ripcho Studio, Inc. Agreement:** The Agreement between Ripcho Studio, Inc. and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to have Ripcho Studio, Inc. provide school photography services, per the terms of the Agreement, during the 2023-2024 school year.

22. **Music Theatre International Production Contracts (2) and Addendum:** The Production Contracts (2) and Addendum between Music Theatre International and the Wadsworth City School District Board of Education being recommended for approval are for the Wadsworth High School Drama Club's productions of Back to the 80's and The Music Man during the 2023-2024 school year.

24. **Music Theatre International Production Contract Broadway Junior Collection:** The Production Contract Broadway Junior Collection between Music Theatre International and the Wadsworth City School District Board of Education being recommended for approval is for the Wadsworth Middle School Drama Club's production of Anne Jr. during the 2023-2024 school year.

25. **Mohican Lodge Group Agreement:** The Group Agreement between Mohican Lodge & Conference Center and the Wadsworth City School District Board of Education being recommended for approval is for the June 8-9, 2023 Wadsworth Administrative Team end-of-school-year meeting. Members of the administrative team staying overnight will pay for their own lodging.

26. **University of Akron Memorandum of Agreement:** The School Counseling Program Memorandum of Agreement between The University of Akron College of Health and Human Services and the Wadsworth City School District Board of Education being recommended for approval will allow Ms. Renee Onderall to complete her internship under the direction of Ms. Ashley Bonenfant, counselor at Central Intermediate School, during the 2023-2024 school year.

27. **Prevention Awareness Support Services Agreement:** The Prevention Awareness Support Services Agreement being recommended for approval will allow training to occur for the Medina County School Crisis Response Team on November 8-9, 2023.

28. **Wadsworth Education Association (WEA) Memorandum of Understanding (MOU):** The MOU between the WEA and the Wadsworth City School District Board of Education being recommended for approval will provide flexibility for creating the student instruction schedule at the Grizzly Academy during the 2023-2024 school year by allowing teacher preparation time to occur outside of the student day but within the teacher workday.

C. Action Item

1. **Guaranteed Maximum Price Amendment:** The Guaranteed Maximum Price Amendment between Hammond Construction, Inc. and the Wadsworth City School District Board of Education being recommended for approval is the third GMP for the new intermediate school building project. This GMP is for the site and utilities work.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting Date: May 8, 2023

The Wadsworth City Board of Education met in Special Session on Monday, May 15, 2023, at **11:30** P.M at Central Intermediate School, 151 Main Street.

ROLL CALL

Present	Batey, McComas, Kramer, Stevens
Absent	Gordon
Administrators	**5**
Staff	**0**
Visitors	**2**

23-05-60 **APPROVAL OF BOARD MINUTES**

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

Regular Meeting May 8, 2023

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

ADMINISTRATIVE ITEMS

23-05-61 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **McComas**, to adopt the Personnel Consent Items from the May 15, 2023, Special Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Resignations

a)	Tiffany McMillen	Non-Teaching Employee	(eff. 05/26/23)
b)	Kimberly Tobias	Non-Teaching Employee	(eff. 05/26/23)
c)	Alan Vanderink	Varsity Asst. Football Coach	

2. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2023-2024 school year, with a license effective date of July 1, 2023, if he/she does not already have the said license.)

a) Certified Employee

Jessica Menser

b) Supplemental Contracts

Jason Kennedy Reserve Football Coach (50%)
(approved as Vol. Football Coach 04/10/23)

c) Performance Event Workers (2023-2024)

Alex Mangano

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

BUILDING TOURS

A. Central Intermediate School 11:30 a.m.-12:25 p.m.

B. Wadsworth High School (625 Broad Street) 12:30-1:55 p.m.

C. Charles R. Parsons Administration Building (524 Broad Street) 2:00-2:30 p.m.

ADJOURNMENT

23-05-62 The motion was made by **Kramer**, seconded by **Batey**, to adjourn at **2:29** p.m.

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

(Signed)_____
Jill Stevens, President

(Attested)_____
Douglas D. Beeman, Treasurer

Halle Baker

Early Childhood Educator

[redacted]

EXPERIENCE

Long Term Substitute Teacher, First Grade & Second Grade — *Isham Elementary- Wadsworth, OH*

April 2023 - Present

- Utilized curriculum to plan and implement lessons.
- Assessed students to check for mastery, reteaching, or enriching.
- Instructed students individually and in groups, using various teaching methods, encompassing skill-building activities in speaking, writing, reading and mathematics.
- Evaluated student progress through analysis of test scores and homework completion.
- Fostered positive relationships among colleagues, administration, students, and families.

Long Term Substitute Teacher, First Grade — *Isham Elementary- Wadsworth, OH*

October 2022 - December 2022

- Utilized curriculum to plan and implement lessons.
- Assessed students to check for mastery, reteaching, or enriching.
- Conferred with families about student strengths and areas of growth to implement learning paths.
- Instructed students individually and in groups, using various teaching methods, encompassing skill-building activities in speaking, writing, reading and mathematics.
- Fostered positive relationships among colleagues, administration, students, and families.

Long Term Substitute Teacher, Kindergarten — *Franklin Elementary- Wadsworth, OH*

August 2022 - October 2022

- Collaborated with teaching staff to implement coordinated educational strategies and student support networks.
- Utilized curriculum to plan and implement lessons.
- Conferred with families about student strengths and areas of growth to implement learning paths.
- Evaluated student progress through analysis of test scores and homework completion.
- Cultivated positive relationships with administration, teaching staff and students.

EDUCATION

Bachelor of Science
Early Childhood Education
Dual Certification Special Education
May 2022, The University of Akron

Associate of Arts
December 2021, The University of Akron

CERTIFICATION

4 Year Resident Educator Early Childhood P-3 License

4 Year Resident Educator Early Childhood Intervention Specialist P-3 License

Anticipated Upon Completion: K-12 Reading Endorsement

SKILLS

- Individualized support
- Common Core learning standards
- Relationship building and networking
- Effective communication skills
- Student advocacy
- Lesson planning
- IPEVO doc camera
- CleverTouch interactive board
- Google Suite products
- Progress Book

Meghan M. Barker

[redacted]

Academic Training

Master of Education in Early Childhood Education, *Northwestern College*, Orange City, Iowa — May 2021

Bachelor of Science in Education, *Kent State University*, Kent, Ohio — December 2012
Major: Middle Childhood Education (Grades 4-9)
Concentrations: Language Arts, Reading, Social Studies

Reading Endorsement, *Kent State University*, Kent, Ohio — December 2012

Certifications

Middle Childhood Education (4-9): Language Arts, Reading, Social Studies — July 2022

Professional Experience

WADSWORTH CITY SCHOOLS, Wadsworth, Ohio
Long-Term Substitute Teacher, Third Grade Classroom 09/2022 to 12/2022
-Collaborated with the adjacent grade level teacher to establish lesson plans
-Administered Acadience Assessments
-Administered Routine Progress Monitoring (RTI) and assisted in developing Reading Improvement Plans (RIMPs) and Evaluation Team Reports (ETRs)
-Held parent teacher conferences
-Completed Progress Book grades and issued Trimester 1 Report Cards
-Implemented behavioral interventions with Intervention Specialists and Behavioral Specialists

Long-Term Substitute Teacher, Third Grade Classroom 01/2022 to 02/2022
-Administered Acadience Assessments

Substitute Teacher — 2021 to Present

WADSWORTH CHRISTIAN PRESCHOOL, Wadsworth, Ohio — August 2018 to June 2021
Teacher, 3-4 Year Old Classroom

Cynthia L. Beeman

[redacted]

OBJECTIVE: To obtain a middle school, computer science teaching position, become a resource of technology skills for staff, students, parents and community, professionally grow in the computer science educational field, extra-curricular and co-curricular activities.

CERTIFICATION: State of Ohio Department of Education Five-Year License Kindergarten-Elementary (K-8)

EDUCATION:

University of Akron, *Akron, OH* **June 1997–September 2000**
MASTERS IN INSTRUCTIONAL TECHNOLOGY GPA 3.85

University of Toledo, *Toledo, OH* **September 1990–June 1994**
BACHELOR OF EDUCATION Major GPA 3.40

- Major in Kindergarten through Eighth Grade and Minor in Art

EXPERIENCE:

Edgewood Middle School, *Wooster, OH* **August 2007-Present**
COMPUTER TECHNOLOGY TEACHER MRS. HEIDI HAAS, PRINCIPAL

- Student Council Advisor, Yearbook Advisor and Spelling Bee Coordinator
- Developed a 36-day curriculum for fifth graders that taught the Design Process through 3D Printing, block-based coding with Scratch and Digital Citizenship Curriculum through Common Sense Media which introduced students to computer science and engineering pathways at the high school level.
- Developed a 36-day curriculum for sixth graders based on Project Lead the Way: Design and Modeling Course and Digital Citizenship Curriculum through Common Sense Media which introduced students to computer science and engineering pathways at the high school level.
- Developed a semester course for seventh grade students to introduce Artificial Intelligence with text-based coding in Code.org, CoSpaces with Virtual and Augmented Reality in block-based coding, MIT APP with block-based coding, Maker Space, incorporate small technology business using the Laser Printer and 3D Printers, and a flexible, self-directed curriculum encouraging students to explore curriculum for the engineering and computer science pathways at the high school level.
- Motivated and engaged all students to incorporate Google Drive, GMail, Sheets, Documents, Slides, Drawings, Forms and Sites when completing tasks.
- Encouraged students to increase words per minute accuracy and rate through Typing.com.
- Promote positive communication among students and parents concerning technology issues and topics.

Wadsworth High School, *Wadsworth, OH* **November 2020-Present**
ASSISTANT SWIM TEAM COACH MR. BRAD MUSGRAVE, ATHLETIC DIRECTOR

- Implemented daily workouts for the athletes.
- Supported athletes in building a balance between academics and athletics.
- Foster positive communication with athletes and parents.

Grizzly Club Preschool, *Wadsworth, OH* **September 2005–2007**
ASSISTANT TEACHER MRS. KELLY STALLMAN, DIRECTOR

- Design and implement lesson plans and learning activities for early education meeting benchmarks, initiatives and academic content standards
- Foster positive communication with parents and conduct parent conferences
- Support staff with technology integration and creative lesson plans
- Create a positive learning environment for children

Wadsworth Recreation Center, *Wadsworth, OH* **September 2001–2006**
AEROBIC INSTRUCTOR, POOL MANAGER, ROWDY RASCALS MRS. MICHELLE RIEGER, AQUATICS DIRECTOR

- Designed and led children and adults ages 10 to 88 through shallow and deep-water exercises
- Coordinated and assessed Saturday morning swimming lessons for special needs children, toddlers, children and adult swimmers
- Designed and implemented training sessions for lifeguards and water safety instructors
- Managed building during open hours and after hour rentals

- Designed a program to teach children ages three to five large motor skills

Lawrence School, *Broadview Heights, OH* **June 2001–June 2003**
INDEPENDENT CONSULTANT AND TECHNOLOGY SUPPORT MRS. MIMI MAYER, HEAD OF SCHOOL

- Updated the Five-Year Technology Plan
- Assisted in selecting software and Internet sites to implement into the Lawrence curriculum
- Maintained technological equipment and made determinations about reparability and obsolescence
- Stayed current with developments and trends in technology by reading and consulting with colleagues
- Supported current Technology Teacher

Lawrence School, *Broadview Heights, OH* **August 1997-June 2001**
TECHNOLOGY DIRECTOR MRS. MIMI MAYER, HEAD OF SCHOOL

- Created and updated the Five-Year Technology Plan
- Provided training for staff and faculty in the use of computers and related technology
- Maintained technological equipment and made determinations about reparability and obsolescence
- Stayed current with developments and trends in technology by reading, attending conferences, consulting with others in the field and earning a Masters of Instructional Technology
- Supervised technology use in the computer lab and classrooms
- Designed, grant funded and implemented a network of ten administrative computers and twenty computers in two lab settings
- Assisted in evaluation of teachers implementing technology and conferred with administrative staff
- Guided students with technology integration to complete their assignments
- Consulted Academic Dean and Mentors on selecting and ordering necessary software curriculum
- Selected, purchased and setup technology equipment

Norton City Schools, *Norton, OH* **August 1996–August 1997**
MULTI-AGE TEACHER, NORTON 21 ELEMENTARY SCHOOL MRS. LINDA FULINE, PRINCIPAL

- Taught grades first through fifth in a multi-age school with concentration in first grade reading, writing, spelling and mathematics
- Assisted staff in creating, organizing and directing school curriculum programs for the parents
- Selected appropriate curriculum materials for first grade students

International Business Machines-IBM, *Columbus, OH* **August 1995–August 1996**
EDUCATION INSTRUCTOR SPECIALIST-EIS

- Marketed IBM's software package to be implemented into a curriculum to State of Ohio faculties
- Instructed Ohio school's teachers and administrators to operate, manage and integrate technology into their school curriculum
- Trained Ohio school's teachers and administrators on how to successfully teach IBM's thematic units incorporating cooperative learning groups with Macintosh/ Windows software designed to meet the individual learning styles of each student
- Motivated IBM staff members on how to effectively market the software package
- Represented IBM during State of Ohio Technology Conference

Medina City Schools, *Medina, OH* **February 1995–June 1995**
LONG-TERM SUBSTITUTE TEACHER

- Long-term sub positon fourth grade students for the final 18 weeks of school
- Administered Fourth Grade Proficiency Tests and reviewed results with parents

Medina County Career Center, *Medina, OH* **September 1994–August 1995**
ABLE INSTRUCTOR, ADULT EDUCATION TEACHER

- Taught adults in all academic subject areas to earn their GED
- Counseled adult students about parenting skills, communication skills and managing money
- Coordinated and advised tutors on educating GED students

REFERENCES:

- Elizabeth Davis, Technology Teacher of Wadsworth City Schools
- Mrs. Shannon Frederinko, Former Edgewood Middle School Principal, Current Director of Communications and Compliance, Wooster City Schools
- Rachel Caruso, Intervention Specialist of Wadsworth City Schools

Rebekah M. Chaney

[redacted]

Education:

The University of Akron, Akron, OH — Graduation Date: May 8, 2015
Licensure Area: Early Childhood Education — Degree: Bachelors of Science in Education
Walsh University, North Canton, OH — Certification: K-12 Reading Endorsement
Lake Erie College, Painesville, OH — Certification: K-12 Intervention Specialist

Teaching Experience:

First Grade Student Teacher — Jan. 2015-May 2015
Young Elementary School, Springfield, OH

- Implemented literature based reading instruction, hands-on math strategies, and cross-curricular teaching, assessed individual student performances through the use of Running Records, STAR tests, observations, attended team meetings and parent-teacher conferences

Field Experience:

Tenth Grade COMPASS Test Preparation — July 2016
Canton Early College High School, Canton, OH

- Co-taught a prepared English and Social Studies multi-disciplinary lesson plan, whole and small group instruction, containing comprehension strategies and higher-order thinking questions

Volunteer Experience:

Family Annual Meeting of Hemophiliacs in Ohio — Aug. 2014 Columbus, OH
Project Ed Bear — June 2016 and 2017, Camp Carl, Ravenna, OH

Work Experience:

Customer Service at LuLu's Yogurt with a Twist — June 2012-Jan. 2015 Hudson, OH

- Assisted customers yogurt machines and product, maintained a clean and well stocked working environment, trained new employees

Lead Teacher at Trease Road Child Care Center — Aug. 2016-Present Wadsworth, OH

- Ensuring safety of children, implementing developmentally appropriate activities for students in an inclusive classroom, conducting ongoing assessments, maintaining a classroom design in which maximizes learning experiences

References

Paula Murphy
Mentor Teacher
Young Elementary School
Mogadore, OH 44260
[redacted]

Cathy Kunkel
Student Teaching Supervisor
[redacted]

Mary Siebel
Director at Trease Road Child Care Center
[redacted]

Sandy McDermott
Co-teacher at Trease Road Child Care Center
[redacted]

LuLu's Yogurt with a Twist
56 Library St.
Hudson, OH 44326
Mary Lou Anderson, Manager and Store Owner
[redacted]

Joseph Joel Aberth
William Braden Aey
Noelle Gianna Allen
Natalie Ranee Ancona
Sophie Marie Anderson
Reagan Olivia Angell
Hampton Marie Arnold
Thomas Zackary - Mark Arnold
Abigail Grace Bach
Alivia Nicole Baldwin
Brenden Ray Barlett
Braden Russell Barnes
Arianna Alizabeth Barone
Lucas James Barr
Emma Anne Barrett
Katelyn Grace Basinger
Addison Elisabeth Beck
Grace Margaret Beebe
Francisco Gabriel Bejerano
Olivia Leeann Benner
Marissa Lynn Berkey
Carson Alexander Bernard
Camryn Marcella Bertwell
David Charles Berube
Maximillian James Bigelow
Matthew Christopher Birkbeck
Maverick J. Blackburn
Steven Ray Blackert
Tessa Melise Blake
Collin Parker Blevins
Matthias Daniel Boland
Allison Grace Booher
Makayla Annamarie Bowles
Brian Michael Bowser
Timothy James Branan
McKenzie Noelle Brandenburg
Cale Mitchell Breuers
Johnathan James Brewer
Samuel Edward Bridenthal
Charles Andrew Bridenthal
Aiden Jason Brown
Autumn Sue Brown
Alexander Garrett Buchanan
Spencer Thomas Burtt
Dylan Jeffery Bushi
Cadin James Bux
Solomon James Callaghan
Ella Ann Campbell
Ava Lynn Cartwright
Cecilia Dae Caudill
Benjamin Scott Chamier
Louise Emma Justine Chauvin-Mascart
Christina Chen
Lily Paige Chesbro
Owen Matthew Chokreff
Geret Alexander Clare
Ian Joseph Clark-Kelley
Jeremy Allan Cochran
Hunter Gibson Cole
Olivia Jade Connor
Ashley Elizabeth Costic
Georgia Grace Cottrell
Connor Bartram Croley
Victoria Naomi Cuellar Garcia
Dylan Joshua Currens
Edward Paul Davis
Halie Elizabeth Day
Gabriella Michelle Deem
Michael Vincent DeFilippo
Matthew Thomas Dehn
Katherine Olivia Demiter
Rachel Ann Denee
Eliot Jack Desjardins
Sean Joseph Desjardins
Ella Lucia Dinwiddie
Jaxon Edward Dorland
Logan Michael Dorner
Lexi Shain Dunn
Christopher Thomas Earnest
Joseph Weldon Eaton
Mark Weldon Eaton
Walker Lee Eckstine
Timothy Edward Edurese
Jack William Edwards
Fenix Dawn Eldridge
James Warren Errante-Humes
Ryder Owen Evans
Chengye Fan
Levi Owen Farnsworth
Adam David Fenzel
Justin Eric Ferguson
Conner James Filbert
Luke Walter Fischer
Giancarlo Vincenzo Fischetti
Laura Kate Flaker
Ashley Nicole Fleck
Carley Saige Fleming
Jack Abrahm Foore
Julia Ann Fortner
Myles Thomas Fortner
Sebastian Eagle Francis
Lily Ann LinJing Frank
Aidan Spencer Franz
Courtney Anne Freno
Marissa Ann Friedl

Sydney Marie Friedt
Sophia Grace Fry
Heidi Lynn Fultz
Charles David Gale
Margaret Jane Galvin
Mya Rose Garcia
Joseph Robert Garner
David Donald Garver
Annarosa Anna Gatti
Trevor Anthony George
David-Ray Keith Goble
Leia Skye Gonzales-Banaag
Amelia Grace Gragg
Aidan Cole Gray
Wade Jett Gregory
Coen Michael Grimm
Aubrielle Mickell Grindle
Ryan Steven Haic
Daniel Richard Hall
Emily Brooks Hall
Elijah John Haprian
Benjamin Thomas Harper
Holden Haze Harris
Tyler Nathaniel Harris
Tighe Connor Harty
Kelsey Dawn Hartzler
Isaiah Thomas Headrick
Alina Nicole Heiney
Jackson Beaumont Herbert
Blake Allan Herdman
Sean Michael Hibbard
Benjamin Jacob Hill
Nathan Derold Hines
Ethan Douglas Hire
McGuire Gavin Lee Hiscock
Emma Rose Hitch
Ian David-Stanley Hochstetler
Casey Michael Hoffman
Charles Scot Hoffman
Alexis Ann Hohn
Chessa Faith Homan
Nicholas David Homyk
Juli Ann Horvat
Luke Jacob Houser
Emma Kate Hudock
Joshua David Huffine
Nicholas Sean Humphrys
Vincent David Hunter
Nathan James Hurrle
Tyler Matthew Hutchinson
Vuk Ignjatovic
Tenley Jane Inestroza
McKenna Kaye Jackson
Andrew Michael Jardine
Matthew William Jariga
Abbey Marie Jennings
Jessica Jayde Johnson
Melody Anne Johnson
Ian David Kaufman
Aaron Thomas Keating
Taylor Nicole Keck
Kaylee Nicole Keenum
Jacob Ross Keirn
Shelby Victoria Kemper
Kenna Gale Kemppel
Logan Reed Kennell
McKenzie Ellen Kerley
Carissa Kern
Kayla May Kerstetter
Alicia Ann Kesselring
Aaron Kienlein
Madeline Kate Kinch
Matthew Gary Kittle
Andrew Wayne Kneram
Eleanor Evelyn Cassandra Kopfstein
Gabriela Florence Kovalchik
Gavin Francis Krichbaum
Morgan Thomas Kries
Brayden Mitchel Kritzell
Sophie Elizabeth Krol
Emily Madeline Krzic
Molly Parker Kubilus
Leyton Carianne Kuse
Ava Marie Lalli
Braeden Shilah Lally
Elijah David Lambert
Daelyne Mae LaMonica
Justin Allen Lane
Owen Scott Lane
Chloe Alexandra Leavitt
Isaac Matthew LeFever
Benjamin Joseph Leopold
Ying Ting Lian
Kelsey Marie Link
Matthew James Livingston
Annalisa Marie Lobello
Dominic Joseph Lobello
Rebecca Catherine LoGuidice
Slater Singleton Looper
Tristen Neil Lossing
Kayley Nicole Lovelace
Luke Benjamin Loveless
Montanna Lynn Luntsford
Anna Jane Maag
Stacie Marie Maag

Ava Nicole Madachik
Caden Timothy Madigan
Christopher Daniel So Manion
Dillon Gregory Marchinko
Stefan Marinkovic
Andrea Maria Marting-Tabora
Grace Elizabeth Maslyk
Joseph Paul Mason
Jacob Steven Maty
Nicole Suzanne McArthy
Lindsay Rae McBrayer
Aidan Matthew McCaman
Matthew Jacob Mccaman
Ethan John McCaw
Kellen James McComas
Mackenzie Ann McCuen
Madison Lynn McCuen
Kianna Jane McEwen
Garrett Dean McLean
Madison Diane McLean
Luke Emerson McMillen
Logan Lewis Merkle
Benjamin Thomas Merle
Kaelen Christine Mesko
Jaiden Emily Mick
Austin Paul Miller
Benjamin Albert Miller
Carter Lee Miller
Elaine Marie Miller
Maliya Martineau Miller
Colin Russell Moore
Jason Ethan Moore
Kara Valerie Moore
Haley June Morgan
Nicholas Andrew Morris
Cameron John Morrison
Mackenzie Marie Morrow
Anna Claire Motter
Payton Ann Murphy
Kyleigh Cristina Murton
Adisyn Marie Myers
Brian Thomas Myers
Hunter Julien Neffenger
Alexander John Neville
Ian J. Nicodemus
Andrew Michael Novak
Davis Michael Nye
Olivia Anne Ondrik
Nathaniel Logan Pace
Arik William Packer
Peyton Anthony Pappas
Hannah J. Parks
Zoe Faye Parrish
Jared David Pasco
Josh Thomas Pasco
Emilee Grace Patterson
Ryan Louis Pautz
Angeliese Marie Pawlak
Laryn Grace Pelkey
Luke Michael Perry
Hailey Jade Porter
Nathaniel Lee Potter
Alexis Danielle Prentiss
Brayden Matthew Probst
Markus Prydii
Xavier Joseph Raineri
Delaney O´shea Rains
Jacob Conner Ramsay
Luke Carson Ramsier
Zachary Randles
Morgan Alexandria Raymond
Carson James Richards
Jenna Joyce Ritter
Brendon Alexander Roberts
Macie Rose Roberts
Collin Hawk Robinson
Jenna Peyton Ruether
Ronald Runtas
David James Rutherford
Alan Emery Sager
Katherine Marie Sainato
Brandon David Sams
Alejandro San Segundo Marquez
Victor Blair Sanborn
Ryan Lee Satink
Louis Bernhardt Schaefer
Aspen Josephine Schaller
Leah Noel Schenkenberger
Erik Robert Schnell
Isabella Melina Schrader
Pacey Melise Schtucka
John Allen Schulze
Ryan Philip Semancik
Jessica Marie Shepherd
Rose Marie Short
Vasile George Sideris
Evelyn Diane Silliman
Jakub Dominik Silva
Elliot Dean Simmons
Rayghen Oliviah Simon
Logan Paul Skidmore
Allyson Zoey Smith
Reagan Ann Smith
Sydney Elizabeth Maye Smith
Alyx Alicia Snyder

Ethan Andrew Snyder
Ian Leslie Snyder
Carley Lorraine Sorrent
Karyssa Ann Elizabeth Stedman
Alexis Renee Steiner
Gabriel Jude Michael Sterrett
Samuel James Strickler
Sara Elisabeth Stuhldreher
Tyler Ryan Survoy
Grace Elisabeth Swain
Amelia Rae Swires
Ean Matthew Tanko
Mallory Faith Taylor
Nathan Joseph Tenney
Elorah Nadine Terry
Asa J.P. Thomas
Julia Audny Thuestad
Emma Hallie Tibbitts
Matthew Ryan Toth
Tyler Lee Traxler
Alexander Boyd Triplett
Bradley Anson Triplett
Dillon Jacob Triplett
Kendall Addison Tuck
Savannah Lynne Tucker
Samantha Marie Turner
Kellen James Umbaugh
Xavier Dwayne Urmos
Ayden Louis Usinski
Mason Michael Vasiloff
Cooper Joseph Vignali
Samantha Raye Voitko
Ethan Vukovic
Emily Hope Wadding
Ada Belle Wagner
Jordan Allen Walker
Mercedes Marie Watson
Abigail Grace Weber
Benjamin Thomas Weber
Ashley Elizabeth Weingart
Nathaniel David Wesig
Anne Judith West
Andrew Nolan Weyand
Audrey Elizabeth Wheeler
Nicholas Hunter Whitacre
Claire Marie Whitaker
Sophia Reece Whited
Samantha Jade Wilcox
Shayne D. Wildner
Benjamin Ernest Wilkinson
Katherine Margaret Wilkinson
Madeline Victoria Wilkinson
Vivien Katarzyna Willing
Cara Marie Wilson
Edward Lee Winkfield IV
Somer Marie Witte
Hadley Michelle Woodrum
Megan Abigail Wright
Leyi Wu
Sarah Paige Yannayon
Kylee Ellen Yannuzzo-Tomassetti
Jasmine Renee Youngblood
Kyle Thomas Yurchiak
Jamie Isaac Zakikian Jr
Jonathan Paul Zeitler
Jesaray Marie Zupan
Ellie Ann Zuro

AGREEMENT OF ARTICULATION

The University of Akron
Buchtel College of Arts and Sciences

&

Four Cities Educational Compact

Nursing Assistant Care Program

To

Associate of Technical Studies

This Agreement of Articulation is hereby entered into between Four Cities Educational Compact (FOUR) and The University of Akron's (UA) Buchtel College of Arts and Sciences as of the 1st day of August 2022. Both institutions throughout the remaining document shall collectively be referred to as Institutional Partners.

This Agreement provides for collaboration between the Institutional Partners in order to enhance and further the educational opportunities available to eligible students at various degree levels. The goal of this collaborations is to create a seamless learning progression of technical and academic skills from the secondary level to the associate and/or bachelor degree level and beyond in order to meet career needs and opportunities.

The Institutional Partners, thought this Agreement, are providing a broader educational service to students in the region, enhancing the workforce potential by providing necessary skills and competencies more quickly and with fewer obstructions, and utilizing more fully the educational resources of the region to the benefit of all citizens and taxpayers of Ohio.

Goals of this Agreement are:

1. To provide broader educational opportunities for eligible students of the Institutional Partners.

2. To provide clarity of and credit for identified learning experiences and competencies that will articulate into each consecutive level of educational advancement.

3. To provide eligible students the opportunity to complete an associate and/or baccalaureate degree in a shorter time period than might otherwise be possible.

4. To afford eligible students an opportunity to continue along an educational and career pipeline with greater ease and support.

5. To afford eligible students an opportunity to acquire additional skills and competencies, thus aiding their employment opportunities.

6. To afford eligible students an opportunity to progress along an educational and career pipeline that will provide a comprehensive degree and employment opportunities at each consecutive degree step.

7. To create a partnership between the participating institutions that will broaden and enhance, for the benefit of all students, the educational and career potential of each institution.

8. To provide college credit for certain courses taken at career education center under the eligibility requirements of this Agreement.

Conditions of Articulation

Specific Provisions

Eligibility Requirements

1. To Participate in the Program

    a. Students must be fully admitted to The University of Akron's Buchtel College of Arts and Sciences in order to be considered for credit.

    b. Eligible secondary students are required to provide supporting documentation of grades, training, current certifications, and/or current licenses (vendor, state, national certifications/licenses).

2. To Access The University of Akron Credit
    a. Students must successfully complete the secondary **Nursing Assistant Care Program** and pass all required certifications/licensure exams.

    b. Students must meet with a UA representative to have the certificates/licenses verified and posted for credit/

Conditions

1. In all cases, the determination of the requirements for the **Associate of Technical Studies** will be the responsibility of UA. All grade-point computations will be made using UA's procedures.

2. The Institutional Partners will collaborate to design opportunities for students to receive information about this Articulation Agreement.

3. The Institutional Partners will jointly prepare and agree upon systems addressing issues including but not limited to: student tracking, data retrieval, and feedback.

4. Appropriate faculty and staff of each partnering institution will become familiarized with this Agreement and attached Course Articulation Agreement programs, and procedures so as to facilitate fall participation in and utilization of the resources provided by this educational pipeline.

5. In the event a dispute arises concerning course articulation, UA reserves the right to make the final decision.

6. Each Institutional Partner reserves the right to make such changes in its course offerings and degree requirements as may be required from time to time to meet its educational mission. Each partner agrees to communicate such changes in a timely fashion to the other partner, at least annually. Failure on the part of Four Cities Educational Compact to communicate curriculum or program change could result in the discontinuation of this Agreement.

7. The Institutional Partners, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program facilities so that they may jointly address common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.

8. This Agreement, with any revisions or amendments, will remain in effect until terminated by either party. A one-year notice by the Institutional Partners is required prior to termination of this Articulation Agreement and Course Articulation Agreements. In the advent of termination, all Institutional Partners agree to honor the existing Articulation arrangement for students currently participating I this pipeline to the student's desired degree level.

9. It is the student's responsibility to keep a record of Exhibits A and B and to present Exhibits A and B to the designated person at UA upon pursuit of admittance into the **Associate of Technical Studies** degree program.

For:	Four Cities Educational Compact	Compact Superintendent Wadsworth City School District 524 Broad Street Wadsworth, OH 44281 (330) 336-3571
For:	The University of Akron	Office of the Executive VP & Provost The University of Akron Buchtel Hall 102 Akron, Ohio 44325-4703 (330) 972-5144

General Provisions:

1. This Agreement shall be subject to any current and future conditions or limitations imposed by UA.

2. The Institutional Partners agree that they will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability or veterans' status in connection with this Agreement.

3. This Agreement, and all of the attached course articulation agreements, constitutes the entire understanding of the parties to it with respect to the subject matter covered by it.

4. This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

Exhibit A

Articulated Courses into The University of Akron
Buchtel College of Arts and Sciences

The following University of Akron courses will be awarded to students who have fulfilled the requirements outlined in this Agreement of Articulation.

Course Number / Name	Credits	Criteria for Credit
Block Technical Credit	**21**	STNA License Phlebotomy Tech Certification OSHA 10 Bloodborne Pathogens Certification Communicable Diseases Certification Stop the Bleed Certification Ohio Driver's License
PHED:211 First Aid / CPR	**2**	First Aid / CPR Certifications

23 technical credit hours to be accepted as part of this Articulation Agreement between The University of Akron and Four Cities Educational Compact.

Exhibit B

The University of Akron (UA)

Student: Complete the top portion of this application and submit the document to The University of Akron representative. Please note, it is the responsibility of the student to ensure all required forms and transcripts are on file with The University of Akron. This paper and all supporting documentation should be sent to:

Articulation Credit Request
The University of Akron
Akron, Ohio 44325-6001
ATTN: Kelly Herold

Name:	UAID:
Email:	Phone Number:
Program: **Nursing Assistant Care Program**	Date of Birth:
Program Site: **Four Cities Educational Compact**	Date of Program Completion:
Student Signature:	

Requirements:

STNA License Phlebotomy Tech Certification OSHA 10 Bloodborne Pathogens Certification Communicable Diseases Certification Stop the Bleed Certification Ohio Driver's License
First Aid / CPR Certifications

For use by UA only

Verification

Initial	Criteria for Credit

Credit Approved: **Yes** **No**

UA Signature / Date: _____

AGREEMENT OF ARTICULATION

Four Cities Educational Compact and The University of Akron (UA) authorize this Agreement to become effective May 1, 2023 .

Dr. Andrew Hill
Superintendent

Date

Dr. John Wiencek
Executive VP & Provost

Date

Dr. Mitchell McKinney
Dean, Buchtel College of Arts & Sciences

Date

Reviewed and approved for legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel
The University of Akron

Date

AGREEMENT OF ARTICULATION

The University of Akron
Buchtel College of Arts and Sciences

&

Four Cities Educational Compact

Pharmacy Science Program

To

Associate of Technical Studies

This Agreement of Articulation is hereby entered into between Four Cities Educational Compact (FOUR) and The University of Akron's (UA) Buchtel College of Arts and Sciences as of the 1st day of August 2022. Both institutions throughout the remaining document shall collectively be referred to as Institutional Partners.

This Agreement provides for collaboration between the Institutional Partners in order to enhance and further the educational opportunities available to eligible students at various degree levels. The goal of this collaborations is to create a seamless learning progression of technical and academic skills from the secondary level to the associate and/or bachelor degree level and beyond in order to meet career needs and opportunities.

The Institutional Partners, thought this Agreement, are providing a broader educational service to students in the region, enhancing the workforce potential by providing necessary skills and competencies more quickly and with fewer obstructions, and utilizing more fully the educational resources of the region to the benefit of all citizens and taxpayers of Ohio.

Goals of this Agreement are:

1. To provide broader educational opportunities for eligible students of the Institutional Partners.

2. To provide clarity of and credit for identified learning experiences and competencies that will articulate into each consecutive level of educational advancement.

3. To provide eligible students the opportunity to complete an associate and/or baccalaureate degree in a shorter time period than might otherwise be possible.

4. To afford eligible students an opportunity to continue along an educational and career pipeline with greater ease and support.

5. To afford eligible students an opportunity to acquire additional skills and competencies, thus aiding their employment opportunities.

6. To afford eligible students an opportunity to progress along an educational and career pipeline that will provide a comprehensive degree and employment opportunities at each consecutive degree step.

7. To create a partnership between the participating institutions that will broaden and enhance, for the benefit of all students, the educational and career potential of each institution.

8. To provide college credit for certain courses taken at career education center under the eligibility requirements of this Agreement.

Conditions of Articulation

Specific Provisions

Eligibility Requirements

1. To Participate in the Program

    a. Students must be fully admitted to The University of Akron's Buchtel College of Arts and Sciences in order to be considered for credit.

    b. Eligible secondary students are required to provide supporting documentation of grades, training, current certifications, and/or current licenses (vendor, state, national certifications/licenses).

2. To Access The University of Akron Credit
    a. Students must successfully complete the secondary **Pharmacy Science Program** and pass all required certifications/licensure exams.

    b. Students must meet with a UA representative to have the certificates/licenses verified and posted for credit/

Conditions

1. In all cases, the determination of the requirements for the **Associate of Technical Studies** will be the responsibility of UA. All grade-point computations will be made using UA's procedures.

2. The Institutional Partners will collaborate to design opportunities for students to receive information about this Articulation Agreement.

3. The Institutional Partners will jointly prepare and agree upon systems addressing issues including but not limited to: student tracking, data retrieval, and feedback.

4. Appropriate faculty and staff of each partnering institution will become familiarized with this Agreement and attached Course Articulation Agreement programs, and procedures so as to facilitate fall participation in and utilization of the resources provided by this educational pipeline.

5. In the event a dispute arises concerning course articulation, UA reserves the right to make the final decision.

6. Each Institutional Partner reserves the right to make such changes in its course offerings and degree requirements as may be required from time to time to meet its educational mission. Each partner agrees to communicate such changes in a timely fashion to the other partner, at least annually. Failure on the part of Four Cities Educational Compact to communicate curriculum or program change could result in the discontinuation of this Agreement.

7. The Institutional Partners, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program facilities so that they may jointly address common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.

8. This Agreement, with any revisions or amendments, will remain in effect until terminated by either party. A one-year notice by the Institutional Partners is required prior to termination of this Articulation Agreement and Course Articulation Agreements. In the advent of termination, all Institutional Partners agree to honor the existing Articulation arrangement for students currently participating I this pipeline to the student's desired degree level.

9. It is the student's responsibility to keep a record of Exhibits A and B and to present Exhibits A and B to the designated person at UA upon pursuit of admittance into the **Associate of Technical Studies** degree program.

For:	Four Cities Educational Compact	Compact Superintendent Wadsworth City School District 524 Broad Street Wadsworth, OH 44281 (330) 336-3571
For:	The University of Akron	Office of the Executive VP & Provost The University of Akron Buchtel Hall 102 Akron, Ohio 44325-4703 (330) 972-5144

General Provisions:

1. This Agreement shall be subject to any current and future conditions or limitations imposed by UA.

2. The Institutional Partners agree that they will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability or veterans' status in connection with this Agreement.

3. This Agreement, and all of the attached course articulation agreements, constitutes the entire understanding of the parties to it with respect to the subject matter covered by it.

4. This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

Exhibit A

Articulated Courses into The University of Akron
Buchtel College of Arts and Sciences

The following University of Akron courses will be awarded to students who have fulfilled the requirements outlined in this Agreement of Articulation.

Course Number / Name	Credits	Criteria for Credit
Block Technical Credit	**12**	Pharmacy Tech Certification OSHA 10 Ohio Driver's License
PHED:211 First Aid / CPR	**2**	First Aid / CPR Certifications

14 technical credit hours to be accepted as part of this Articulation Agreement between The University of Akron and Four Cities Educational Compact.

Exhibit B

The University of Akron (UA)

Student: Complete the top portion of this application and submit the document to The University of Akron representative. Please note, it is the responsibility of the student to ensure all required forms and transcripts are on file with The University of Akron. This paper and all supporting documentation should be sent to:

Articulation Credit Request
The University of Akron
Akron, Ohio 44325-6001
ATTN: Kelly Herold

Name:	UAID:
Email:	Phone Number:
Program: **Pharmacy Science Program**	Date of Birth:
Program Site: **Four Cities Educational Compact**	Date of Program Completion:
Student Signature:	

Requirements:

Pharmacy Tech Certification OSHA 10 Ohio Driver's License
First Aid / CPR Certifications

For use by UA only

Verification

Initial	Criteria for Credit

Credit Approved: **Yes** **No**

UA Signature / Date: _____

AGREEMENT OF ARTICULATION

Four Cities Educational Compact and The University of Akron (UA) authorize this Agreement to become effective May 1, 2023 .

Dr. Andrew Hill
Superintendent

Date

Dr. John Wiencek
Executive VP & Provost

Date

Dr. Mitchell McKinney
Dean, Buchtel College of Arts & Sciences

Date

Reviewed and approved for legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel
The University of Akron

Date

AGREEMENT OF ARTICULATION

The University of Akron
Buchtel College of Arts and Sciences

&

Four Cities Educational Compact

Diversified Medical Health Program

To

Associate of Technical Studies

This Agreement of Articulation is hereby entered into between Four Cities Educational Compact (FOUR) and The University of Akron's (UA) Buchtel College of Arts and Sciences as of the 1st day of August 2022. Both institutions throughout the remaining document shall collectively be referred to as Institutional Partners.

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2. To provide clarity of and credit for identified learning experiences and competencies that will articulate into each consecutive level of educational advancement.

3. To provide eligible students the opportunity to complete an associate and/or baccalaureate degree in a shorter time period than might otherwise be possible.

4. To afford eligible students an opportunity to continue along an educational and career pipeline with greater ease and support.

5. To afford eligible students an opportunity to acquire additional skills and competencies, thus aiding their employment opportunities.

6. To afford eligible students an opportunity to progress along an educational and career pipeline that will provide a comprehensive degree and employment opportunities at each consecutive degree step.

7. To create a partnership between the participating institutions that will broaden and enhance, for the benefit of all students, the educational and career potential of each institution.

8. To provide college credit for certain courses taken at career education center under the eligibility requirements of this Agreement.

Conditions of Articulation

Specific Provisions

Eligibility Requirements

1. To Participate in the Program

    a. Students must be fully admitted to The University of Akron's Buchtel College of Arts and Sciences in order to be considered for credit.

    b. Eligible secondary students are required to provide supporting documentation of grades, training, current certifications, and/or current licenses (vendor, state, national certifications/licenses).

2. To Access The University of Akron Credit
    a. Students must successfully complete the secondary **Diversified Medical Health Program** and pass all required certifications/licensure exams.

    b. Students must meet with a UA representative to have the certificates/licenses verified and posted for credit/

Conditions

1. In all cases, the determination of the requirements for the **Associate of Technical Studies** will be the responsibility of UA. All grade-point computations will be made using UA's procedures.

2. The Institutional Partners will collaborate to design opportunities for students to receive information about this Articulation Agreement.

3. The Institutional Partners will jointly prepare and agree upon systems addressing issues including but not limited to: student tracking, data retrieval, and feedback.

4. Appropriate faculty and staff of each partnering institution will become familiarized with this Agreement and attached Course Articulation Agreement programs, and procedures so as to facilitate fall participation in and utilization of the resources provided by this educational pipeline.

5. In the event a dispute arises concerning course articulation, UA reserves the right to make the final decision.

6. Each Institutional Partner reserves the right to make such changes in its course offerings and degree requirements as may be required from time to time to meet its educational mission. Each partner agrees to communicate such changes in a timely fashion to the other partner, at least annually. Failure on the part of Four Cities Educational Compact to communicate curriculum or program change could result in the discontinuation of this Agreement.

7. The Institutional Partners, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program facilities so that they may jointly address common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.

8. This Agreement, with any revisions or amendments, will remain in effect until terminated by either party. A one-year notice by the Institutional Partners is required prior to termination of this Articulation Agreement and Course Articulation Agreements. In the advent of termination, all Institutional Partners agree to honor the existing Articulation arrangement for students currently participating I this pipeline to the student's desired degree level.

9. It is the student's responsibility to keep a record of Exhibits A and B and to present Exhibits A and B to the designated person at UA upon pursuit of admittance into the **Associate of Technical Studies** degree program.

For:	Four Cities Educational Compact	Compact Superintendent Wadsworth City School District 524 Broad Street Wadsworth, OH 44281 (330) 336-3571
For:	The University of Akron	Office of the Executive VP & Provost The University of Akron Buchtel Hall 102 Akron, Ohio 44325-4703 (330) 972-5144

General Provisions:

1. This Agreement shall be subject to any current and future conditions or limitations imposed by UA.

2. The Institutional Partners agree that they will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability or veterans' status in connection with this Agreement.

3. This Agreement, and all of the attached course articulation agreements, constitutes the entire understanding of the parties to it with respect to the subject matter covered by it.

4. This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

Exhibit A

Articulated Courses into The University of Akron
Buchtel College of Arts and Sciences

The following University of Akron courses will be awarded to students who have fulfilled the requirements outlined in this Agreement of Articulation.

Course Number / Name	Credits	Criteria for Credit
Block Technical Credit	**9**	Phlebotomy Tech Certification OSHA 10 Bleeding Control Basics Certification Ohio Driver's License
PHED:211 First Aid / CPR	**2**	First Aid / CPR Certifications

11 technical credit hours to be accepted as part of this Articulation Agreement between The University of Akron and Four Cities Educational Compact.

Exhibit B

The University of Akron (UA)

Student: Complete the top portion of this application and submit the document to The University of Akron representative. Please note, it is the responsibility of the student to ensure all required forms and transcripts are on file with The University of Akron. This paper and all supporting documentation should be sent to:

Articulation Credit Request
The University of Akron
Akron, Ohio 44325-6001
ATTN: Kelly Herold

Name:	UAID:
Email:	Phone Number:
Program: **Diversified Medical Health Program**	Date of Birth:
Program Site: **Four Cities Educational Compact**	Date of Program Completion:
Student Signature:	

Requirements:

Phlebotomy Tech Certification OSHA 10 Bleeding Control Basics Certification Ohio Driver's License
First Aid / CPR Certifications

For use by UA only

Verification

Initial	Criteria for Credit

Credit Approved: **Yes** **No**

UA Signature / Date: _____

AGREEMENT OF ARTICULATION

Four Cities Educational Compact and The University of Akron (UA) authorize this Agreement to become effective May 1, 2023 .

Dr. Andrew Hill
Superintendent

Date

Dr. John Wiencek
Executive VP & Provost

Date

Dr. Mitchell McKinney
Dean, Buchtel College of Arts & Sciences

Date

Reviewed and approved for legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel
The University of Akron

Date

AGREEMENT OF ARTICULATION

The University of Akron
Buchtel College of Arts and Sciences

&

Four Cities Educational Compact

Cosmetology Program

To

Associate of Technical Studies

This Agreement of Articulation is hereby entered into between Four Cities Educational Compact (FOUR) and The University of Akron's (UA) Buchtel College of Arts and Sciences as of the 1st day of August 2022. Both institutions throughout the remaining document shall collectively be referred to as Institutional Partners.

This Agreement provides for collaboration between the Institutional Partners in order to enhance and further the educational opportunities available to eligible students at various degree levels. The goal of this collaborations is to create a seamless learning progression of technical and academic skills from the secondary level to the associate and/or bachelor degree level and beyond in order to meet career needs and opportunities.

The Institutional Partners, thought this Agreement, are providing a broader educational service to students in the region, enhancing the workforce potential by providing necessary skills and competencies more quickly and with fewer obstructions, and utilizing more fully the educational resources of the region to the benefit of all citizens and taxpayers of Ohio.

Goals of this Agreement are:

1. To provide broader educational opportunities for eligible students of the Institutional Partners.

2. To provide clarity of and credit for identified learning experiences and competencies that will articulate into each consecutive level of educational advancement.

3. To provide eligible students the opportunity to complete an associate and/or baccalaureate degree in a shorter time period than might otherwise be possible.

4. To afford eligible students an opportunity to continue along an educational and career pipeline with greater ease and support.

5. To afford eligible students an opportunity to acquire additional skills and competencies, thus aiding their employment opportunities.

6. To afford eligible students an opportunity to progress along an educational and career pipeline that will provide a comprehensive degree and employment opportunities at each consecutive degree step.

7. To create a partnership between the participating institutions that will broaden and enhance, for the benefit of all students, the educational and career potential of each institution.

8. To provide college credit for certain courses taken at career education center under the eligibility requirements of this Agreement.

Conditions of Articulation

Specific Provisions

Eligibility Requirements

1. To Participate in the Program

    a. Students must be fully admitted to The University of Akron's Buchtel College of Arts and Sciences in order to be considered for credit.

    b. Eligible secondary students are required to provide supporting documentation of grades, training, current certifications, and/or current licenses (vendor, state, national certifications/licenses).

2. To Access The University of Akron Credit
    a. Students must successfully complete the secondary **Cosmetology Program** and pass all required certifications/licensure exams.

    b. Students must meet with a UA representative to have the certificates/licenses verified and posted for credit/

Conditions

1. In all cases, the determination of the requirements for the **Associate of Technical Studies** will be the responsibility of UA. All grade-point computations will be made using UA's procedures.

2. The Institutional Partners will collaborate to design opportunities for students to receive information about this Articulation Agreement.

3. The Institutional Partners will jointly prepare and agree upon systems addressing issues including but not limited to: student tracking, data retrieval, and feedback.

4. Appropriate faculty and staff of each partnering institution will become familiarized with this Agreement and attached Course Articulation Agreement programs, and procedures so as to facilitate fall participation in and utilization of the resources provided by this educational pipeline.

5. In the event a dispute arises concerning course articulation, UA reserves the right to make the final decision.

6. Each Institutional Partner reserves the right to make such changes in its course offerings and degree requirements as may be required from time to time to meet its educational mission. Each partner agrees to communicate such changes in a timely fashion to the other partner, at least annually. Failure on the part of Four Cities Educational Compact to communicate curriculum or program change could result in the discontinuation of this Agreement.

7. The Institutional Partners, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program facilities so that they may jointly address common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.

8. This Agreement, with any revisions or amendments, will remain in effect until terminated by either party. A one-year notice by the Institutional Partners is required prior to termination of this Articulation Agreement and Course Articulation Agreements. In the advent of termination, all Institutional Partners agree to honor the existing Articulation arrangement for students currently participating I this pipeline to the student's desired degree level.

9. It is the student's responsibility to keep a record of Exhibits A and B and to present Exhibits A and B to the designated person at UA upon pursuit of admittance into the **Associate of Technical Studies** degree program.

For:	Four Cities Educational Compact	Compact Superintendent Wadsworth City School District 524 Broad Street Wadsworth, OH 44281 (330) 336-3571
For:	The University of Akron	Office of the Executive VP & Provost The University of Akron Buchtel Hall 102 Akron, Ohio 44325-4703 (330) 972-5144

General Provisions:

1. This Agreement shall be subject to any current and future conditions or limitations imposed by UA.

2. The Institutional Partners agree that they will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability or veterans' status in connection with this Agreement.

3. This Agreement, and all of the attached course articulation agreements, constitutes the entire understanding of the parties to it with respect to the subject matter covered by it.

4. This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

Exhibit A

Articulated Courses into The University of Akron
Buchtel College of Arts and Sciences

The following University of Akron courses will be awarded to students who have fulfilled the requirements outlined in this Agreement of Articulation.

Course Number / Name	Credits	Criteria for Credit
Block Technical Credit	**30**	State of Ohio Cosmetology License

30 technical credit hours to be accepted as part of this Articulation Agreement between The University of Akron and Four Cities Educational Compact.

Exhibit B
The University of Akron (UA)

Student: Complete the top portion of this application and submit the document to The University of Akron representative. Please note, it is the responsibility of the student to ensure all required forms and transcripts are on file with The University of Akron. This paper and all supporting documentation should be sent to:

Articulation Credit Request
The University of Akron
Akron, Ohio 44325-6001
ATTN: Kelly Herold

Name:	UAID:
Email:	Phone Number:
Program: **Cosmetology Program**	Date of Birth:
Program Site: **Four Cities Educational Compact**	Date of Program Completion:
Student Signature:	

Requirements:

State of Ohio Cosmetology License

For use by UA only

Verification

Initial	Criteria for Credit

Credit Approved: **Yes** **No**

UA Signature / Date: _____

AGREEMENT OF ARTICULATION

Four Cities Educational Compact and The University of Akron (UA) authorize this Agreement to become effective May 1, 2023 .

_____
Dr. Andrew Hill
Superintendent

_____
Date

_____
Dr. John Wiencek
Executive VP & Provost

_____
Date

_____
Dr. Mitchell McKinney
Dean, Buchtel College of Arts & Sciences

_____
Date

Reviewed and approved for legal form and sufficiency:

_____
Scott M. Campbell
Assistant General Counsel
The University of Akron

_____
Date

AGREEMENT OF ARTICULATION

The University of Akron
Buchtel College of Arts and Sciences

&

Four Cities Educational Compact

Animal Science Program

To

Associate of Technical Studies

This Agreement of Articulation is hereby entered into between Four Cities Educational Compact (FOUR) and The University of Akron's (UA) Buchtel College of Arts and Sciences as of the 1st day of August 2022. Both institutions throughout the remaining document shall collectively be referred to as Institutional Partners.

This Agreement provides for collaboration between the Institutional Partners in order to enhance and further the educational opportunities available to eligible students at various degree levels. The goal of this collaborations is to create a seamless learning progression of technical and academic skills from the secondary level to the associate and/or bachelor degree level and beyond in order to meet career needs and opportunities.

The Institutional Partners, thought this Agreement, are providing a broader educational service to students in the region, enhancing the workforce potential by providing necessary skills and competencies more quickly and with fewer obstructions, and utilizing more fully the educational resources of the region to the benefit of all citizens and taxpayers of Ohio.

Goals of this Agreement are:

1. To provide broader educational opportunities for eligible students of the Institutional Partners.

2. To provide clarity of and credit for identified learning experiences and competencies that will articulate into each consecutive level of educational advancement.

3. To provide eligible students the opportunity to complete an associate and/or baccalaureate degree in a shorter time period than might otherwise be possible.

4. To afford eligible students an opportunity to continue along an educational and career pipeline with greater ease and support.

5. To afford eligible students an opportunity to acquire additional skills and competencies, thus aiding their employment opportunities.

6. To afford eligible students an opportunity to progress along an educational and career pipeline that will provide a comprehensive degree and employment opportunities at each consecutive degree step.

7. To create a partnership between the participating institutions that will broaden and enhance, for the benefit of all students, the educational and career potential of each institution.

8. To provide college credit for certain courses taken at career education center under the eligibility requirements of this Agreement.

Conditions of Articulation

Specific Provisions

Eligibility Requirements

1. To Participate in the Program

    a. Students must be fully admitted to The University of Akron's Buchtel College of Arts and Sciences in order to be considered for credit.

    b. Eligible secondary students are required to provide supporting documentation of grades, training, current certifications, and/or current licenses (vendor, state, national certifications/licenses).

2. To Access The University of Akron Credit
    a. Students must successfully complete the secondary **Animal Science Program** and pass all required certifications/licensure exams.

    b. Students must meet with a UA representative to have the certificates/licenses verified and posted for credit/

Conditions

1. In all cases, the determination of the requirements for the **Associate of Technical Studies** will be the responsibility of UA. All grade-point computations will be made using UA's procedures.

2. The Institutional Partners will collaborate to design opportunities for students to receive information about this Articulation Agreement.

3. The Institutional Partners will jointly prepare and agree upon systems addressing issues including but not limited to: student tracking, data retrieval, and feedback.

4. Appropriate faculty and staff of each partnering institution will become familiarized with this Agreement and attached Course Articulation Agreement programs, and procedures so as to facilitate fall participation in and utilization of the resources provided by this educational pipeline.

5. In the event a dispute arises concerning course articulation, UA reserves the right to make the final decision.

6. Each Institutional Partner reserves the right to make such changes in its course offerings and degree requirements as may be required from time to time to meet its educational mission. Each partner agrees to communicate such changes in a timely fashion to the other partner, at least annually. Failure on the part of Four Cities Educational Compact to communicate curriculum or program change could result in the discontinuation of this Agreement.

7. The Institutional Partners, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program facilities so that they may jointly address common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.

8. This Agreement, with any revisions or amendments, will remain in effect until terminated by either party. A one-year notice by the Institutional Partners is required prior to termination of this Articulation Agreement and Course Articulation Agreements. In the advent of termination, all Institutional Partners agree to honor the existing Articulation arrangement for students currently participating I this pipeline to the student's desired degree level.

9. It is the student's responsibility to keep a record of Exhibits A and B and to present Exhibits A and B to the designated person at UA upon pursuit of admittance into the **Associate of Technical Studies** degree program.

For:	Four Cities Educational Compact	Compact Superintendent Wadsworth City School District 524 Broad Street Wadsworth, OH 44281 (330) 336-3571
For:	The University of Akron	Office of the Executive VP & Provost The University of Akron Buchtel Hall 102 Akron, Ohio 44325-4703 (330) 972-5144

General Provisions:

1. This Agreement shall be subject to any current and future conditions or limitations imposed by UA.

2. The Institutional Partners agree that they will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability or veterans' status in connection with this Agreement.

3. This Agreement, and all of the attached course articulation agreements, constitutes the entire understanding of the parties to it with respect to the subject matter covered by it.

4. This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

Exhibit A

Articulated Courses into The University of Akron
Buchtel College of Arts and Sciences

The following University of Akron courses will be awarded to students who have fulfilled the requirements outlined in this Agreement of Articulation.

Course Number / Name	Credits	Criteria for Credit
Block Technical Credit	**9**	OSHA 10 for Vet Office Vet Clinical (WBL) Ohio Driver's License
PHED:211 First Aid / CPR	**2**	First Aid / CPR Certifications

11 technical credit hours to be accepted as part of this Articulation Agreement between The University of Akron and Four Cities Educational Compact.

Exhibit B

The University of Akron (UA)

Student: Complete the top portion of this application and submit the document to The University of Akron representative. Please note, it is the responsibility of the student to ensure all required forms and transcripts are on file with The University of Akron. This paper and all supporting documentation should be sent to:

Articulation Credit Request
The University of Akron
Akron, Ohio 44325-6001
ATTN: Kelly Herold

Name:	UAID:
Email:	Phone Number:
Program: **Animal Science Program**	Date of Birth:
Program Site: **Four Cities Educational Compact**	Date of Program Completion:
Student Signature:	

Requirements:

OSHA 10 for Vet Office Ohio Driver's License Vet Clinical (WBL)
First Aid / CPR Certifications

For use by UA only

Verification

Initial	**Criteria for Credit**

Credit Approved: **Yes** **No**

UA Signature / Date: _____

AGREEMENT OF ARTICULATION

Four Cities Educational Compact and The University of Akron (UA) authorize this Agreement to become effective May 1, 2023 .

Dr. Andrew Hill
Superintendent

Date

Dr. John Wiencek
Executive VP & Provost

Date

Dr. Mitchell McKinney
Dean, Buchtel College of Arts & Sciences

Date

Reviewed and approved for legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel
The University of Akron

Date

AGREEMENT OF ARTICULATION

The University of Akron
Buchtel College of Arts and Sciences

&

Four Cities Educational Compact

Athletic Health Care Program

To

Associate of Technical Studies

This Agreement of Articulation is hereby entered into between Four Cities Educational Compact (FOUR) and The University of Akron's (UA) Buchtel College of Arts and Sciences as of the 1st day of August 2022. Both institutions throughout the remaining document shall collectively be referred to as Institutional Partners.

This Agreement provides for collaboration between the Institutional Partners in order to enhance and further the educational opportunities available to eligible students at various degree levels. The goal of this collaborations is to create a seamless learning progression of technical and academic skills from the secondary level to the associate and/or bachelor degree level and beyond in order to meet career needs and opportunities.

The Institutional Partners, thought this Agreement, are providing a broader educational service to students in the region, enhancing the workforce potential by providing necessary skills and competencies more quickly and with fewer obstructions, and utilizing more fully the educational resources of the region to the benefit of all citizens and taxpayers of Ohio.

Goals of this Agreement are:

1. To provide broader educational opportunities for eligible students of the Institutional Partners.

2. To provide clarity of and credit for identified learning experiences and competencies that will articulate into each consecutive level of educational advancement.

3. To provide eligible students the opportunity to complete an associate and/or baccalaureate degree in a shorter time period than might otherwise be possible.

4. To afford eligible students an opportunity to continue along an educational and career pipeline with greater ease and support.

5. To afford eligible students an opportunity to acquire additional skills and competencies, thus aiding their employment opportunities.

6. To afford eligible students an opportunity to progress along an educational and career pipeline that will provide a comprehensive degree and employment opportunities at each consecutive degree step.

7. To create a partnership between the participating institutions that will broaden and enhance, for the benefit of all students, the educational and career potential of each institution.

8. To provide college credit for certain courses taken at career education center under the eligibility requirements of this Agreement.

Conditions of Articulation

Specific Provisions

Eligibility Requirements

1. To Participate in the Program

    a. Students must be fully admitted to The University of Akron's Buchtel College of Arts and Sciences in order to be considered for credit.

    b. Eligible secondary students are required to provide supporting documentation of grades, training, current certifications, and/or current licenses (vendor, state, national certifications/licenses).

2. To Access The University of Akron Credit
    a. Students must successfully complete the secondary **Athletic Health Care Program** and pass all required certifications/licensure exams.

    b. Students must meet with a UA representative to have the certificates/licenses verified and posted for credit/

Conditions

1. In all cases, the determination of the requirements for the **Associate of Technical Studies** will be the responsibility of UA. All grade-point computations will be made using UA's procedures.

2. The Institutional Partners will collaborate to design opportunities for students to receive information about this Articulation Agreement.

3. The Institutional Partners will jointly prepare and agree upon systems addressing issues including but not limited to: student tracking, data retrieval, and feedback.

4. Appropriate faculty and staff of each partnering institution will become familiarized with this Agreement and attached Course Articulation Agreement programs, and procedures so as to facilitate fall participation in and utilization of the resources provided by this educational pipeline.

5. In the event a dispute arises concerning course articulation, UA reserves the right to make the final decision.

6. Each Institutional Partner reserves the right to make such changes in its course offerings and degree requirements as may be required from time to time to meet its educational mission. Each partner agrees to communicate such changes in a timely fashion to the other partner, at least annually. Failure on the part of Four Cities Educational Compact to communicate curriculum or program change could result in the discontinuation of this Agreement.

7. The Institutional Partners, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program facilities so that they may jointly address common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.

8. This Agreement, with any revisions or amendments, will remain in effect until terminated by either party. A one-year notice by the Institutional Partners is required prior to termination of this Articulation Agreement and Course Articulation Agreements. In the advent of termination, all Institutional Partners agree to honor the existing Articulation arrangement for students currently participating I this pipeline to the student's desired degree level.

9. It is the student's responsibility to keep a record of Exhibits A and B and to present Exhibits A and B to the designated person at UA upon pursuit of admittance into the **Associate of Technical Studies** degree program.

For:	Four Cities Educational Compact	Compact Superintendent Wadsworth City School District 524 Broad Street Wadsworth, OH 44281 (330) 336-3571
For:	The University of Akron	Office of the Executive VP & Provost The University of Akron Buchtel Hall 102 Akron, Ohio 44325-4703 (330) 972-5144

General Provisions:

1. This Agreement shall be subject to any current and future conditions or limitations imposed by UA.

2. The Institutional Partners agree that they will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability or veterans' status in connection with this Agreement.

3. This Agreement, and all of the attached course articulation agreements, constitutes the entire understanding of the parties to it with respect to the subject matter covered by it.

4. This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

Exhibit A

Articulated Courses into The University of Akron
Buchtel College of Arts and Sciences

The following University of Akron courses will be awarded to students who have fulfilled the requirements outlined in this Agreement of Articulation.

Course Number / Name	Credits	Criteria for Credit
Block Technical Credit	**14**	PTTA Certification OSHA 10 Ohio Driver's License
PHED:211 First Aid / CPR	**2**	First Aid / CPR Certifications

16 technical credit hours to be accepted as part of this Articulation Agreement between The University of Akron and Four Cities Educational Compact.

Exhibit B

The University of Akron (UA)

Student: Complete the top portion of this application and submit the document to The University of Akron representative. Please note, it is the responsibility of the student to ensure all required forms and transcripts are on file with The University of Akron. This paper and all supporting documentation should be sent to:

Articulation Credit Request
The University of Akron
Akron, Ohio 44325-6001
ATTN: Kelly Herold

Name:	UAID:
Email:	Phone Number:
Program: **Athletic Health Care Program**	Date of Birth:
Program Site: **Four Cities Educational Compact**	Date of Program Completion:
Student Signature:	

Requirements:

PTTA Certification OSHA 10 Ohio Driver's License
First Aid / CPR Certifications

For use by UA only

Verification

Initial	Criteria for Credit

Credit Approved: **Yes** **No**

UA Signature / Date: _____

AGREEMENT OF ARTICULATION

Four Cities Educational Compact and The University of Akron (UA) authorize this Agreement to become effective May 1, 2023 .

Dr. Andrew Hill
Superintendent

Date

Dr. John Wiencek
Executive VP & Provost

Date

Dr. Mitchell McKinney
Dean, Buchtel College of Arts & Sciences

Date

Reviewed and approved for legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel
The University of Akron

Date

AGREEMENT OF ARTICULATION

The University of Akron
Buchtel College of Arts and Sciences

&

Four Cities Educational Compact

Automotive Tech Program

To

Associate of Technical Studies

This Agreement of Articulation is hereby entered into between Four Cities Educational Compact (FOUR) and The University of Akron's (UA) Buchtel College of Arts and Sciences as of the 1st day of August 2022. Both institutions throughout the remaining document shall collectively be referred to as Institutional Partners.

This Agreement provides for collaboration between the Institutional Partners in order to enhance and further the educational opportunities available to eligible students at various degree levels. The goal of this collaborations is to create a seamless learning progression of technical and academic skills from the secondary level to the associate and/or bachelor degree level and beyond in order to meet career needs and opportunities.

The Institutional Partners, thought this Agreement, are providing a broader educational service to students in the region, enhancing the workforce potential by providing necessary skills and competencies more quickly and with fewer obstructions, and utilizing more fully the educational resources of the region to the benefit of all citizens and taxpayers of Ohio.

Goals of this Agreement are:

1. To provide broader educational opportunities for eligible students of the Institutional Partners.

2. To provide clarity of and credit for identified learning experiences and competencies that will articulate into each consecutive level of educational advancement.

3. To provide eligible students the opportunity to complete an associate and/or baccalaureate degree in a shorter time period than might otherwise be possible.

4. To afford eligible students an opportunity to continue along an educational and career pipeline with greater ease and support.

5. To afford eligible students an opportunity to acquire additional skills and competencies, thus aiding their employment opportunities.

6. To afford eligible students an opportunity to progress along an educational and career pipeline that will provide a comprehensive degree and employment opportunities at each consecutive degree step.

7. To create a partnership between the participating institutions that will broaden and enhance, for the benefit of all students, the educational and career potential of each institution.

8. To provide college credit for certain courses taken at career education center under the eligibility requirements of this Agreement.

Conditions of Articulation

Specific Provisions

Eligibility Requirements

1. To Participate in the Program

    a. Students must be fully admitted to The University of Akron's Buchtel College of Arts and Sciences in order to be considered for credit.

    b. Eligible secondary students are required to provide supporting documentation of grades, training, current certifications, and/or current licenses (vendor, state, national certifications/licenses).

2. To Access The University of Akron Credit
    a. Students must successfully complete the secondary **Automotive Tech Program** and pass all required certifications/licensure exams.

    b. Students must meet with a UA representative to have the certificates/licenses verified and posted for credit/

Conditions

1. In all cases, the determination of the requirements for the **Associate of Technical Studies** will be the responsibility of UA. All grade-point computations will be made using UA's procedures.

2. The Institutional Partners will collaborate to design opportunities for students to receive information about this Articulation Agreement.

3. The Institutional Partners will jointly prepare and agree upon systems addressing issues including but not limited to: student tracking, data retrieval, and feedback.

4. Appropriate faculty and staff of each partnering institution will become familiarized with this Agreement and attached Course Articulation Agreement programs, and procedures so as to facilitate fall participation in and utilization of the resources provided by this educational pipeline.

5. In the event a dispute arises concerning course articulation, UA reserves the right to make the final decision.

6. Each Institutional Partner reserves the right to make such changes in its course offerings and degree requirements as may be required from time to time to meet its educational mission. Each partner agrees to communicate such changes in a timely fashion to the other partner, at least annually. Failure on the part of Four Cities Educational Compact to communicate curriculum or program change could result in the discontinuation of this Agreement.

7. The Institutional Partners, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program facilities so that they may jointly address common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.

8. This Agreement, with any revisions or amendments, will remain in effect until terminated by either party. A one-year notice by the Institutional Partners is required prior to termination of this Articulation Agreement and Course Articulation Agreements. In the advent of termination, all Institutional Partners agree to honor the existing Articulation arrangement for students currently participating I this pipeline to the student's desired degree level.

9. It is the student's responsibility to keep a record of Exhibits A and B and to present Exhibits A and B to the designated person at UA upon pursuit of admittance into the **Associate of Technical Studies** degree program.

For:	Four Cities Educational Compact	Compact Superintendent Wadsworth City School District 524 Broad Street Wadsworth, OH 44281 (330) 336-3571
For:	The University of Akron	Office of the Executive VP & Provost The University of Akron Buchtel Hall 102 Akron, Ohio 44325-4703 (330) 972-5144

General Provisions:

1. This Agreement shall be subject to any current and future conditions or limitations imposed by UA.

2. The Institutional Partners agree that they will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability or veterans' status in connection with this Agreement.

3. This Agreement, and all of the attached course articulation agreements, constitutes the entire understanding of the parties to it with respect to the subject matter covered by it.

4. This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

Exhibit A

Articulated Courses into The University of Akron
Buchtel College of Arts and Sciences

The following University of Akron courses will be awarded to students who have fulfilled the requirements outlined in this Agreement of Articulation.

Course Number / Name	Credits	Criteria for Credit
Block Technical Credit	**30**	All ASE Certification OSHA 10

30 technical credit hours to be accepted as part of this Articulation Agreement between The University of Akron and Four Cities Educational Compact.

Exhibit B

The University of Akron (UA)

Student: Complete the top portion of this application and submit the document to The University of Akron representative. Please note, it is the responsibility of the student to ensure all required forms and transcripts are on file with The University of Akron. This paper and all supporting documentation should be sent to:

Articulation Credit Request
The University of Akron
Akron, Ohio 44325-6001
ATTN: Kelly Herold

Name:	UAID:
Email:	Phone Number:
Program: **Automotive Tech Program**	Date of Birth:
Program Site: **Four Cities Educational Compact**	Date of Program Completion:
Student Signature:	

Requirements:

All ASE Certifications OSHA 10

For use by UA only

Verification

Initial	Criteria for Credit

Credit Approved: **Yes** **No**

UA Signature / Date: _____

AGREEMENT OF ARTICULATION

Four Cities Educational Compact and The University of Akron (UA) authorize this Agreement to become effective May 1, 2023 .

Dr. Andrew Hill
Superintendent

Date

Dr. John Wiencek
Executive VP & Provost

Date

Dr. Mitchell McKinney
Dean, Buchtel College of Arts & Sciences

Date

Reviewed and approved for legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel
The University of Akron

Date

AGREEMENT OF ARTICULATION

The University of Akron
Buchtel College of Arts and Sciences

&

Four Cities Educational Compact

Business Academy Program

To

Associate of Technical Studies

This Agreement of Articulation is hereby entered into between Four Cities Educational Compact (FOUR) and The University of Akron's (UA) Buchtel College of Arts and Sciences as of the 1st day of August 2022. Both institutions throughout the remaining document shall collectively be referred to as Institutional Partners.

This Agreement provides for collaboration between the Institutional Partners in order to enhance and further the educational opportunities available to eligible students at various degree levels. The goal of this collaborations is to create a seamless learning progression of technical and academic skills from the secondary level to the associate and/or bachelor degree level and beyond in order to meet career needs and opportunities.

The Institutional Partners, thought this Agreement, are providing a broader educational service to students in the region, enhancing the workforce potential by providing necessary skills and competencies more quickly and with fewer obstructions, and utilizing more fully the educational resources of the region to the benefit of all citizens and taxpayers of Ohio.

Goals of this Agreement are:

1. To provide broader educational opportunities for eligible students of the Institutional Partners.

2. To provide clarity of and credit for identified learning experiences and competencies that will articulate into each consecutive level of educational advancement.

3. To provide eligible students the opportunity to complete an associate and/or baccalaureate degree in a shorter time period than might otherwise be possible.

4. To afford eligible students an opportunity to continue along an educational and career pipeline with greater ease and support.

5. To afford eligible students an opportunity to acquire additional skills and competencies, thus aiding their employment opportunities.

6. To afford eligible students an opportunity to progress along an educational and career pipeline that will provide a comprehensive degree and employment opportunities at each consecutive degree step.

7. To create a partnership between the participating institutions that will broaden and enhance, for the benefit of all students, the educational and career potential of each institution.

8. To provide college credit for certain courses taken at career education center under the eligibility requirements of this Agreement.

Conditions of Articulation

Specific Provisions

Eligibility Requirements

1. To Participate in the Program

    a. Students must be fully admitted to The University of Akron's Buchtel College of Arts and Sciences in order to be considered for credit.

    b. Eligible secondary students are required to provide supporting documentation of grades, training, current certifications, and/or current licenses (vendor, state, national certifications/licenses).

2. To Access The University of Akron Credit
    a. Students must successfully complete the secondary **Business Academy Program** and pass all required certifications/licensure exams.

    b. Students must meet with a UA representative to have the certificates/licenses verified and posted for credit/

Conditions

1. In all cases, the determination of the requirements for the **Associate of Technical Studies** will be the responsibility of UA. All grade-point computations will be made using UA's procedures.

2. The Institutional Partners will collaborate to design opportunities for students to receive information about this Articulation Agreement.

3. The Institutional Partners will jointly prepare and agree upon systems addressing issues including but not limited to: student tracking, data retrieval, and feedback.

4. Appropriate faculty and staff of each partnering institution will become familiarized with this Agreement and attached Course Articulation Agreement programs, and procedures so as to facilitate fall participation in and utilization of the resources provided by this educational pipeline.

5. In the event a dispute arises concerning course articulation, UA reserves the right to make the final decision.

6. Each Institutional Partner reserves the right to make such changes in its course offerings and degree requirements as may be required from time to time to meet its educational mission. Each partner agrees to communicate such changes in a timely fashion to the other partner, at least annually. Failure on the part of Four Cities Educational Compact to communicate curriculum or program change could result in the discontinuation of this Agreement.

7. The Institutional Partners, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program facilities so that they may jointly address common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.

8. This Agreement, with any revisions or amendments, will remain in effect until terminated by either party. A one-year notice by the Institutional Partners is required prior to termination of this Articulation Agreement and Course Articulation Agreements. In the advent of termination, all Institutional Partners agree to honor the existing Articulation arrangement for students currently participating I this pipeline to the student's desired degree level.

9. It is the student's responsibility to keep a record of Exhibits A and B and to present Exhibits A and B to the designated person at UA upon pursuit of admittance into the **Associate of Technical Studies** degree program.

For:	Four Cities Educational Compact	Compact Superintendent Wadsworth City School District 524 Broad Street Wadsworth, OH 44281 (330) 336-3571
For:	The University of Akron	Office of the Executive VP & Provost The University of Akron Buchtel Hall 102 Akron, Ohio 44325-4703 (330) 972-5144

General Provisions:

1. This Agreement shall be subject to any current and future conditions or limitations imposed by UA.

2. The Institutional Partners agree that they will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability or veterans' status in connection with this Agreement.

3. This Agreement, and all of the attached course articulation agreements, constitutes the entire understanding of the parties to it with respect to the subject matter covered by it.

4. This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

Exhibit A

Articulated Courses into The University of Akron
Buchtel College of Arts and Sciences

The following University of Akron courses will be awarded to students who have fulfilled the requirements outlined in this Agreement of Articulation.

Course Number / Name	Credits	Criteria for Credit
Block Technical Credit	**19**	Lean Certification Six Sigma Certifications OSHA 10
PHED:211 First Aid/CPR	**2**	First Aid/CPR

21 technical credit hours to be accepted as part of this Articulation Agreement between The University of Akron and Four Cities Educational Compact.

Exhibit B

The University of Akron (UA)

Student: Complete the top portion of this application and submit the document to The University of Akron representative. Please note, it is the responsibility of the student to ensure all required forms and transcripts are on file with The University of Akron. This paper and all supporting documentation should be sent to:

Articulation Credit Request
The University of Akron
Akron, Ohio 44325-6001
ATTN: Kelly Herold

Name:	UAID:
Email:	Phone Number:
Program: **Business Academy Program**	Date of Birth:
Program Site: **Four Cities Educational Compact**	Date of Program Completion:
Student Signature:	

Requirements:

Lean Certification Six Sigma Certifications OSHA 10
First Aid/CPR

For use by UA only

Verification

Initial	Criteria for Credit

Credit Approved: **Yes** **No**

UA Signature / Date: _____

AGREEMENT OF ARTICULATION

Four Cities Educational Compact and The University of Akron (UA) authorize this Agreement to become effective May 1, 2023 .

Dr. Andrew Hill
Superintendent

Date

Dr. John Wiencek
Executive VP & Provost

Date

Dr. Mitchell McKinney
Dean, Buchtel College of Arts & Sciences

Date

Reviewed and approved for legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel
The University of Akron

Date

MCC

AGREEMENT OF ARTICULATION

The University of Akron
Buchtel College of Arts and Sciences

&

Four Cities Educational Compact

Criminal Justice Program

To

Associate of Technical Studies

This Agreement of Articulation is hereby entered into between Four Cities Educational Compact (FOUR) and The University of Akron's (UA) Buchtel College of Arts and Sciences as of the 1st day of August 2022. Both institutions throughout the remaining document shall collectively be referred to as Institutional Partners.

This Agreement provides for collaboration between the Institutional Partners in order to enhance and further the educational opportunities available to eligible students at various degree levels. The goal of this collaborations is to create a seamless learning progression of technical and academic skills from the secondary level to the associate and/or bachelor degree level and beyond in order to meet career needs and opportunities.

The Institutional Partners, thought this Agreement, are providing a broader educational service to students in the region, enhancing the workforce potential by providing necessary skills and competencies more quickly and with fewer obstructions, and utilizing more fully the educational resources of the region to the benefit of all citizens and taxpayers of Ohio.

Goals of this Agreement are:

1. To provide broader educational opportunities for eligible students of the Institutional Partners.

2. To provide clarity of and credit for identified learning experiences and competencies that will articulate into each consecutive level of educational advancement.

3. To provide eligible students the opportunity to complete an associate and/or baccalaureate degree in a shorter time period than might otherwise be possible.

4. To afford eligible students an opportunity to continue along an educational and career pipeline with greater ease and support.

5. To afford eligible students an opportunity to acquire additional skills and competencies, thus aiding their employment opportunities.

6. To afford eligible students an opportunity to progress along an educational and career pipeline that will provide a comprehensive degree and employment opportunities at each consecutive degree step.

7. To create a partnership between the participating institutions that will broaden and enhance, for the benefit of all students, the educational and career potential of each institution.

8. To provide college credit for certain courses taken at career education center under the eligibility requirements of this Agreement.

Conditions of Articulation

Specific Provisions

Eligibility Requirements

1. To Participate in the Program

    a. Students must be fully admitted to The University of Akron's Buchtel College of Arts and Sciences in order to be considered for credit.

    b. Eligible secondary students are required to provide supporting documentation of grades, training, current certifications, and/or current licenses (vendor, state, national certifications/licenses).

2. To Access The University of Akron Credit
    a. Students must successfully complete the secondary **Criminal Justice Program** and pass all required certifications/licensure exams.

    b. Students must meet with a UA representative to have the certificates/licenses verified and posted for credit/

Conditions

1. In all cases, the determination of the requirements for the **Associate of Technical Studies** will be the responsibility of UA. All grade-point computations will be made using UA's procedures.

2. The Institutional Partners will collaborate to design opportunities for students to receive information about this Articulation Agreement.

3. The Institutional Partners will jointly prepare and agree upon systems addressing issues including but not limited to: student tracking, data retrieval, and feedback.

4. Appropriate faculty and staff of each partnering institution will become familiarized with this Agreement and attached Course Articulation Agreement programs, and procedures so as to facilitate fall participation in and utilization of the resources provided by this educational pipeline.

5. In the event a dispute arises concerning course articulation, UA reserves the right to make the final decision.

6. Each Institutional Partner reserves the right to make such changes in its course offerings and degree requirements as may be required from time to time to meet its educational mission. Each partner agrees to communicate such changes in a timely fashion to the other partner, at least annually. Failure on the part of Four Cities Educational Compact to communicate curriculum or program change could result in the discontinuation of this Agreement.

7. The Institutional Partners, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program facilities so that they may jointly address common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.

8. This Agreement, with any revisions or amendments, will remain in effect until terminated by either party. A one-year notice by the Institutional Partners is required prior to termination of this Articulation Agreement and Course Articulation Agreements. In the advent of termination, all Institutional Partners agree to honor the existing Articulation arrangement for students currently participating I this pipeline to the student's desired degree level.

9. It is the student's responsibility to keep a record of Exhibits A and B and to present Exhibits A and B to the designated person at UA upon pursuit of admittance into the **Associate of Technical Studies** degree program.

For:	Four Cities Educational Compact	Compact Superintendent Wadsworth City School District 524 Broad Street Wadsworth, OH 44281 (330) 336-3571
For:	The University of Akron	Office of the Executive VP & Provost The University of Akron Buchtel Hall 102 Akron, Ohio 44325-4703 (330) 972-5144

General Provisions:

1. This Agreement shall be subject to any current and future conditions or limitations imposed by UA.

2. The Institutional Partners agree that they will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability or veterans' status in connection with this Agreement.

3. This Agreement, and all of the attached course articulation agreements, constitutes the entire understanding of the parties to it with respect to the subject matter covered by it.

4. This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

Exhibit A

Articulated Courses into The University of Akron
Buchtel College of Arts and Sciences

The following University of Akron courses will be awarded to students who have fulfilled the requirements outlined in this Agreement of Articulation.

Course Number / Name	Credits	Criteria for Credit
Block Technical Credit	**25**	911 Telecommunicator NIMS 100, 700 NECC Level 1 Baton Certification Taser Certification Child Abuse Prevention OSHA 10
PHED:211 First Aid/CPR	**2**	First Aid/CPR

27 technical credit hours to be accepted as part of this Articulation Agreement between The University of Akron and Four Cities Educational Compact.

Exhibit B

The University of Akron (UA)

Student: Complete the top portion of this application and submit the document to The University of Akron representative. Please note, it is the responsibility of the student to ensure all required forms and transcripts are on file with The University of Akron. This paper and all supporting documentation should be sent to:

Articulation Credit Request
The University of Akron
Akron, Ohio 44325-6001
ATTN: Kelly Herold

Name:	UAID:
Email:	Phone Number:
Program: **Criminal Justice Program**	Date of Birth:
Program Site: **Four Cities Educational Compact**	Date of Program Completion:
Student Signature:	

Requirements:

911 Telecommunicator NIMS 100, 700 NECC Level 1 Baton Certification Taser Certification Child Abuse Prevention OSHA 10
First Aid/CPR

For use by UA only

Verification

Initial	Criteria for Credit

Credit Approved: **Yes** **No**

UA Signature / Date: _____

AGREEMENT OF ARTICULATION

Four Cities Educational Compact and The University of Akron (UA) authorize this Agreement to become effective May 1, 2023 .

Dr. Andrew Hill
Superintendent

Date

Dr. John Wiencek
Executive VP & Provost

Date

Dr. Mitchell McKinney
Dean, Buchtel College of Arts & Sciences

Date

Reviewed and approved for legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel
The University of Akron

Date

AGREEMENT OF ARTICULATION

The University of Akron
Buchtel College of Arts and Sciences

&

Four Cities Educational Compact

Culinary Arts Program

To

Associate of Technical Studies

This Agreement of Articulation is hereby entered into between Four Cities Educational Compact (FOUR) and The University of Akron's (UA) Buchtel College of Arts and Sciences as of the 1st day of August 2022. Both institutions throughout the remaining document shall collectively be referred to as Institutional Partners.

This Agreement provides for collaboration between the Institutional Partners in order to enhance and further the educational opportunities available to eligible students at various degree levels. The goal of this collaborations is to create a seamless learning progression of technical and academic skills from the secondary level to the associate and/or bachelor degree level and beyond in order to meet career needs and opportunities.

The Institutional Partners, thought this Agreement, are providing a broader educational service to students in the region, enhancing the workforce potential by providing necessary skills and competencies more quickly and with fewer obstructions, and utilizing more fully the educational resources of the region to the benefit of all citizens and taxpayers of Ohio.

Goals of this Agreement are:

1. To provide broader educational opportunities for eligible students of the Institutional Partners.

2. To provide clarity of and credit for identified learning experiences and competencies that will articulate into each consecutive level of educational advancement.

3. To provide eligible students the opportunity to complete an associate and/or baccalaureate degree in a shorter time period than might otherwise be possible.

4. To afford eligible students an opportunity to continue along an educational and career pipeline with greater ease and support.

5. To afford eligible students an opportunity to acquire additional skills and competencies, thus aiding their employment opportunities.

6. To afford eligible students an opportunity to progress along an educational and career pipeline that will provide a comprehensive degree and employment opportunities at each consecutive degree step.

7. To create a partnership between the participating institutions that will broaden and enhance, for the benefit of all students, the educational and career potential of each institution.

8. To provide college credit for certain courses taken at career education center under the eligibility requirements of this Agreement.

Conditions of Articulation

Specific Provisions

Eligibility Requirements

1. To Participate in the Program

    a. Students must be fully admitted to The University of Akron's Buchtel College of Arts and Sciences in order to be considered for credit.

    b. Eligible secondary students are required to provide supporting documentation of grades, training, current certifications, and/or current licenses (vendor, state, national certifications/licenses).

2. To Access The University of Akron Credit
    a. Students must successfully complete the secondary **Culinary Arts Program** and pass all required certifications/licensure exams.

    b. Students must meet with a UA representative to have the certificates/licenses verified and posted for credit/

Conditions

1. In all cases, the determination of the requirements for the **Associate of Technical Studies** will be the responsibility of UA. All grade-point computations will be made using UA's procedures.

2. The Institutional Partners will collaborate to design opportunities for students to receive information about this Articulation Agreement.

3. The Institutional Partners will jointly prepare and agree upon systems addressing issues including but not limited to: student tracking, data retrieval, and feedback.

4. Appropriate faculty and staff of each partnering institution will become familiarized with this Agreement and attached Course Articulation Agreement programs, and procedures so as to facilitate fall participation in and utilization of the resources provided by this educational pipeline.

5. In the event a dispute arises concerning course articulation, UA reserves the right to make the final decision.

6. Each Institutional Partner reserves the right to make such changes in its course offerings and degree requirements as may be required from time to time to meet its educational mission. Each partner agrees to communicate such changes in a timely fashion to the other partner, at least annually. Failure on the part of Four Cities Educational Compact to communicate curriculum or program change could result in the discontinuation of this Agreement.

7. The Institutional Partners, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program facilities so that they may jointly address common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.

8. This Agreement, with any revisions or amendments, will remain in effect until terminated by either party. A one-year notice by the Institutional Partners is required prior to termination of this Articulation Agreement and Course Articulation Agreements. In the advent of termination, all Institutional Partners agree to honor the existing Articulation arrangement for students currently participating I this pipeline to the student's desired degree level.

9. It is the student's responsibility to keep a record of Exhibits A and B and to present Exhibits A and B to the designated person at UA upon pursuit of admittance into the **Associate of Technical Studies** degree program.

For:	Four Cities Educational Compact	Compact Superintendent Wadsworth City School District 524 Broad Street Wadsworth, OH 44281 (330) 336-3571
For:	The University of Akron	Office of the Executive VP & Provost The University of Akron Buchtel Hall 102 Akron, Ohio 44325-4703 (330) 972-5144

General Provisions:

1. This Agreement shall be subject to any current and future conditions or limitations imposed by UA.

2. The Institutional Partners agree that they will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability or veterans' status in connection with this Agreement.

3. This Agreement, and all of the attached course articulation agreements, constitutes the entire understanding of the parties to it with respect to the subject matter covered by it.

4. This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

Exhibit A

Articulated Courses into The University of Akron
Buchtel College of Arts and Sciences

The following University of Akron courses will be awarded to students who have fulfilled the requirements outlined in this Agreement of Articulation.

Course Number / Name	Credits	Criteria for Credit
Block Technical Credit	**11**	Restaurant Clinicals (WBL) Servsafe Certification OSHA 10
PHED:211 First Aid/CPR	**2**	First Aid/CPR

13 technical credit hours to be accepted as part of this Articulation Agreement between The University of Akron and Four Cities Educational Compact.

Exhibit B

The University of Akron (UA)

Student: Complete the top portion of this application and submit the document to The University of Akron representative. Please note, it is the responsibility of the student to ensure all required forms and transcripts are on file with The University of Akron. This paper and all supporting documentation should be sent to:

Articulation Credit Request
The University of Akron
Akron, Ohio 44325-6001
ATTN: Kelly Herold

Name:	UAID:
Email:	Phone Number:
Program: **Culinary Arts Program**	Date of Birth:
Program Site: **Four Cities Educational Compact**	Date of Program Completion:
Student Signature:	

Requirements:

OSHA 10 Restaurant Clinicals (WBL) Servsafe Certification
First Aid/CPR

For use by UA only

Verification

Initial	Criteria for Credit

Credit Approved: **Yes** **No**

UA Signature / Date: _____

AGREEMENT OF ARTICULATION

Four Cities Educational Compact and The University of Akron (UA) authorize this Agreement to become effective May 1, 2023 .

Dr. Andrew Hill
Superintendent

Date

Dr. John Wiencek
Executive VP & Provost

Date

Dr. Mitchell McKinney
Dean, Buchtel College of Arts & Sciences

Date

Reviewed and approved for legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel
The University of Akron

Date

AGREEMENT OF ARTICULATION

The University of Akron
Buchtel College of Arts and Sciences

&

Four Cities Educational Compact

Teacher Academy Program

To

Associate of Technical Studies

This Agreement of Articulation is hereby entered into between Four Cities Educational Compact (FOUR) and The University of Akron's (UA) Buchtel College of Arts and Sciences as of the 1st day of August 2022. Both institutions throughout the remaining document shall collectively be referred to as Institutional Partners.

This Agreement provides for collaboration between the Institutional Partners in order to enhance and further the educational opportunities available to eligible students at various degree levels. The goal of this collaborations is to create a seamless learning progression of technical and academic skills from the secondary level to the associate and/or bachelor degree level and beyond in order to meet career needs and opportunities.

The Institutional Partners, thought this Agreement, are providing a broader educational service to students in the region, enhancing the workforce potential by providing necessary skills and competencies more quickly and with fewer obstructions, and utilizing more fully the educational resources of the region to the benefit of all citizens and taxpayers of Ohio.

Goals of this Agreement are:

1. To provide broader educational opportunities for eligible students of the Institutional Partners.

2. To provide clarity of and credit for identified learning experiences and competencies that will articulate into each consecutive level of educational advancement.

3. To provide eligible students the opportunity to complete an associate and/or baccalaureate degree in a shorter time period than might otherwise be possible.

4. To afford eligible students an opportunity to continue along an educational and career pipeline with greater ease and support.

5. To afford eligible students an opportunity to acquire additional skills and competencies, thus aiding their employment opportunities.

6. To afford eligible students an opportunity to progress along an educational and career pipeline that will provide a comprehensive degree and employment opportunities at each consecutive degree step.

7. To create a partnership between the participating institutions that will broaden and enhance, for the benefit of all students, the educational and career potential of each institution.

8. To provide college credit for certain courses taken at career education center under the eligibility requirements of this Agreement.

Conditions of Articulation

Specific Provisions

Eligibility Requirements

1. To Participate in the Program

    a. Students must be fully admitted to The University of Akron's Buchtel College of Arts and Sciences in order to be considered for credit.

    b. Eligible secondary students are required to provide supporting documentation of grades, training, current certifications, and/or current licenses (vendor, state, national certifications/licenses).

2. To Access The University of Akron Credit
    a. Students must successfully complete the secondary **Teacher Academy Program** and pass all required certifications/licensure exams.

    b. Students must meet with a UA representative to have the certificates/licenses verified and posted for credit/

Conditions

1. In all cases, the determination of the requirements for the **Associate of Technical Studies** will be the responsibility of UA. All grade-point computations will be made using UA's procedures.

2. The Institutional Partners will collaborate to design opportunities for students to receive information about this Articulation Agreement.

3. The Institutional Partners will jointly prepare and agree upon systems addressing issues including but not limited to: student tracking, data retrieval, and feedback.

4. Appropriate faculty and staff of each partnering institution will become familiarized with this Agreement and attached Course Articulation Agreement programs, and procedures so as to facilitate fall participation in and utilization of the resources provided by this educational pipeline.

5. In the event a dispute arises concerning course articulation, UA reserves the right to make the final decision.

6. Each Institutional Partner reserves the right to make such changes in its course offerings and degree requirements as may be required from time to time to meet its educational mission. Each partner agrees to communicate such changes in a timely fashion to the other partner, at least annually. Failure on the part of Four Cities Educational Compact to communicate curriculum or program change could result in the discontinuation of this Agreement.

7. The Institutional Partners, in an ongoing attempt to strengthen this educational and degree pathway for the benefit of future students, will foster communication between their program facilities so that they may jointly address common needs for quality assessment and, where appropriate, advise and provide professional insight on course development to increase opportunities for future course articulation.

8. This Agreement, with any revisions or amendments, will remain in effect until terminated by either party. A one-year notice by the Institutional Partners is required prior to termination of this Articulation Agreement and Course Articulation Agreements. In the advent of termination, all Institutional Partners agree to honor the existing Articulation arrangement for students currently participating I this pipeline to the student's desired degree level.

9. It is the student's responsibility to keep a record of Exhibits A and B and to present Exhibits A and B to the designated person at UA upon pursuit of admittance into the **Associate of Technical Studies** degree program.

For:	Four Cities Educational Compact	Compact Superintendent Wadsworth City School District 524 Broad Street Wadsworth, OH 44281 (330) 336-3571
For:	The University of Akron	Office of the Executive VP & Provost The University of Akron Buchtel Hall 102 Akron, Ohio 44325-4703 (330) 972-5144

General Provisions:

1. This Agreement shall be subject to any current and future conditions or limitations imposed by UA.

2. The Institutional Partners agree that they will not discriminate against any individual on the basis of race, color, religion, sex, national origin, age, disability or veterans' status in connection with this Agreement.

3. This Agreement, and all of the attached course articulation agreements, constitutes the entire understanding of the parties to it with respect to the subject matter covered by it.

4. This Agreement shall be governed by and construed pursuant to the laws of the State of Ohio.

Exhibit A

Articulated Courses into The University of Akron
Buchtel College of Arts and Sciences

The following University of Akron courses will be awarded to students who have fulfilled the requirements outlined in this Agreement of Articulation.

Course Number / Name	Credits	Criteria for Credit
Block Technical Credit	**28**	ParaPro or CDA Certification Child Abuse Presentation Certificate Bleeding Control Basics Certificate Communicable Diseases
PHED:211 First Aid/CPR	**2**	First Aid/CPR

30 technical credit hours to be accepted as part of this Articulation Agreement between The University of Akron and Four Cities Educational Compact.

Exhibit B

The University of Akron (UA)

Student: Complete the top portion of this application and submit the document to The University of Akron representative. Please note, it is the responsibility of the student to ensure all required forms and transcripts are on file with The University of Akron. This paper and all supporting documentation should be sent to:

Articulation Credit Request
The University of Akron
Akron, Ohio 44325-6001
ATTN: Kelly Herold

Name:	UAID:
Email:	Phone Number:
Program: **Teacher Academy Program**	Date of Birth:
Program Site: **Four Cities Educational Compact**	Date of Program Completion:
Student Signature:	

Requirements:

ParaPro or CDA Certification Child Abuse Presentation Certificate Bleeding Control Basics Certificate Communicable Diseases
First Aid/CPR

For use by UA only

Verification

Initial	**Criteria for Credit**

Credit Approved: **Yes** **No**

UA Signature / Date: _____

AGREEMENT OF ARTICULATION

Four Cities Educational Compact and The University of Akron (UA) authorize this Agreement to become effective May 1, 2023 .

Dr. Andrew Hill
Superintendent

Date

Dr. John Wiencek
Executive VP & Provost

Date

Dr. Mitchell McKinney
Dean, Buchtel College of Arts & Sciences

Date

Reviewed and approved for legal form and sufficiency:

Scott M. Campbell
Assistant General Counsel
The University of Akron

Date

Foertmeyer & Sons Greenhouse Co.

Contract

Growing plants for our customers requires a great deal of time, often up to 12 months before delivery to your organization. When signing this contract Foertmeyer and Sons Greenhouse will reserve necessary greenhouse space to produce your plants. Our greenhouse is committing to your sale the necessary resources such as, but not limited to, labor, fuel costs, pots, soil, plant cuttings, seeds, delivery resources/trucking, shipping carts, dedicated Customer Growth Managers, sales materials and your own online sales platform. Many resources are provided by Foertmeyer and Sons to help your organization grow a profitable fundraising campaign. Our mission is to grow and deliver the highest quality plants for your customers. For us to accomplish this mission, we ask for the following commitments from you to help accomplish your greatest success.

1. **Isham Memorial Elementary School** commits to an Organization meeting with our Customer Growth Manager no less than three weeks prior to the start of our Foertmeyer and Sons Sale.

Chair: Customer Growth Manager: LC

2. **Isham Memorial Elementary School** commits to not run any other product fundraisers 4 weeks prior to the start or in conjunction with your Foertmeyer & Sons Greenhouse sale.

A. Running fundraisers too close together or simultaneously will negatively impact the profitability of your Foertmeyer & Sons Greenhouse sale due to over fundraising.

Chair: Customer Growth Manager: LC

3. **Isham Memorial Elementary School** commits to distributing the provided promotional materials, brochures, and order forms that have been requested. These forms can be used to collect cash and check orders as well as be used as an online ordering guide.

Chair: Customer Growth Manager: LC

4. **Isham Memorial Elementary School** commits to the full utilization of our FundraiseIT software to help us sell and manage our online store, delivery day student paperwork, and accept credit card payments. We agree to provide all necessary contact information to operate FundraiseIT and your sale properly.

Foertmeyer & Sons Greenhouse Co.

A. The chairperson of the sale will be assigned a login to FundraiseIT. Once logged in, they will be responsible for uploading a roster containing: seller's first name, last name, teacher name, grade level, and parent email address in their portal. This information will be used to generate a unique link to each student's online cart and each link will be delivered to the email address uploaded at the start of the sale. *Please note: Once uploaded, ALL student information is encrypted and can only be accessed by the person who entered it.

B. Any cash or check orders will need to be manually entered into FundraiseIT. These totals will be combined with any online orders.

C. End Customers will be charged a convenience fee of 5% of their order total through the online store to cover the costs of credit card processing as to not pass this expense along to the organization.

Chair: Customer Growth Manager: LC

5. Delivery Day

A. Volunteers are needed to help unload, sort orders by family, and help with loading orders into vehicles. (1 volunteer for every 100 items sold is recommended)

B. Fall and Spring sales require an outdoor, flat, and paved area that accommodates our delivery trucks and rolling carts. (no gravel or grassy areas)

C. Winter sales must be delivered into an easily accessible indoor location, 52 degrees or above, due to the temperature requirements of the plants.

D. Upon completion of unloading, the chairperson will count all items with a Foertmeyer and Sons representative to ensure all items are accounted for. This must happen prior to sorting/distributing orders by family.

E. Foertmeyer and Sons will provide extra plants at no charge to your organization on delivery day. These plants should be used to resolve any shortages, damages, or mistakes during distribution. These plants will be labeled as "Smiley Face Plants"

F. Free delivery for sales of 400 items or above in Spring and Fall. If less than 400 items are sold, a delivery fee of $100 plus $2 a mile from our closest greenhouse will be added to the invoice.

G. Free delivery for sales of 300 items or above in Winter. If less than 300 items are sold,

Foertmeyer & Sons Greenhouse Co.

a delivery fee of $100 plus $2 a mile from our closest greenhouse will be added to the invoice.

H. Groups that sell 600 items or less are subject to a potential delivery day change. If changed, the new delivery date will be communicated to your group within 5 business days of your order being submitted.

Chair: Customer Growth Manager: LC

6. Profit

A. Each item in our 3 seasonal programs has a different profit margin. However, you can expect an average of $5.00 per item sold.

B. Depending on what percentage of sales are made online vs. cash and check, will determine which party will be responsible for payment.

1. If the majority of orders are done via our online store, Foertmeyer & Sons Greenhouse will provide payment via check or direct deposit. Direct Deposit "ACH" of your profits will be deposited into your bank account no more than 7 days after delivery day.

2. If the majority of orders are done via cash or check, your organization will provide payment upon delivery.

Chair: Customer Growth Manager: LC

7. **Isham Memorial Elementary School** agrees to develop an effective incentive program with your Customer Growth Manager.

Chair: Customer Growth Manager: LC

8. **Isham Memorial Elementary School** understands that no less than 7 days after delivery they will be asked to rebook their fundraising sale for the following year. Rebooking at this time includes agreeing to the above commitments and reserves the necessary greenhouse space to grow the plants for your fundraiser.

Chair: Customer Growth Manager: LC

Foertmeyer & Sons Greenhouse Co.

Once this contract has been signed, Foertmeyer & Sons Greenhouse will make all necessary investments to support your sale. Due to the nature of the Greenhouse business, it is important that any sales that have started will be carried out to completion. Thank you for your business and willingness to work through any unforeseen circumstances.

Chair Signature: Date:

Customer Growth Manager Signature: [redacted] Date: 17 May 2023

VARIATION TO DOCUMENT MANAGEMENT AGREEMENT

CUSTOMER INFORMATION

FULL LEGAL NAME	Wadsworth City School District			STREET ADDRESS	524 Broad St		
CITY	Wadsworth	STATE	OH	ZIP	4428	PHONE	330-336-3571	FAX	330-336-6811
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)									

Document Management Agreement Number: [redacted] (the "Agreement")

Please check ONE of the following options:

☒ **This is a Supplement** *(financing new Equipment and; if a trade-up, removing Equipment from Agreement).* **Supplement Number:** _____

☐ **This is an Amendment** *(changing volume and/or overages; adding and/or removing Customer-owned assets).*

Equipment Description:

If this is a Supplement, the following is a list of the Equipment that is being financed hereunder. If this is an Amendment, the Agreement's Equipment section is hereby amended as follows:

EQUIPMENT ADDED: (if applicable)

(Model)	(Serial)	(Start Meter Read)
Xerox AltaLink C8145		

☐ SEE ATTACHED SCHEDULE A (Signed by Officer)

EQUIPMENT REMOVED: (if applicable)

(Model)	(Serial)	(Ending Meter Read)

☐ SEE ATTACHED SCHEDULE A (Signed by Officer)

Volume & Additional Impressions:

If this is a Supplement, the following amounts apply to the Equipment on this Supplement, together with the Equipment listed on the above-referenced Document Management Agreement and/or previous Supplement(s), as applicable. If this is an Amendment, the Agreement's volume and additional impressions are hereby amended as follows:

BLACK IMPRESSIONS

Up to 750,000 black impressions per month

Additional black impressions at $ .0027 per impression

BLACK MANAGED PRINT IMPRESSIONS

Up to 0 black Managed Print impressions per month

Additional black impressions at $ .0085 per impression

COLOR IMPRESSIONS

Up to 25,000 color impressions per month

Additional color impressions at $ .029 per impression

COLOR MANAGED PRINT IMPRESSIONS

Up to 0 color Managed Print impressions per month

Additional color impressions at $ .085 per impression

Payment Schedule:

If this is a Supplement, the following Minimum Monthly Payment is consolidated, which means it includes amounts due under this Supplement, the above-referenced Document Management Agreement and/or previous Supplement(s), as applicable. If this is an Amendment, the Agreement's Minimum Monthly Payment is hereby amended as follows:

Minimum Monthly Payment Amount: $ 9,989.00

Term Schedule (*FOR SUPPLEMENTS ONLY*):

For SUPPLEMENTS ONLY: *(if this is an Amendment, the Term section is not applicable)*

The term of this Supplement shall be the number of months remaining under the above-referenced Document Management Agreement at the time we accept this Supplement.

If this Variation to Document Management Agreement is a Supplement, this Supplement incorporates by reference the terms and conditions of the above-referenced Document Management Agreement and constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Document Management Agreement. By signing below, you certify that you have reviewed and do agree to all terms and conditions of the Document Management Agreement and this Supplement. In the event of a conflict between this Supplement and the Document Management Agreement, this Supplement shall prevail.

If this Variation to Document Management Agreement is an Amendment, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of a conflict between this Amendment and the Agreement, this Amendment shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

Accepted on: _____ (Date)

Date: _____

X _____ (Signature, Corporate Officer)

Douglas Beeman / Treasurer (Print Name/Title)

X _____ (ComDoc Acceptance) (Title)

Rev. 12/14/2018

Purchase Order

AG▸PARTS
EDUCATION

Order Date	04/20/23
PO Number	036070
Page	1

To
WADSWORTH CITY SCHOOLS
625 BROAD ST
WADSWORTH, OH 44281
Phone
Fax

Ship To
AGPARTS PRIMARY WAREHOUSE
220 HUFF AVE, SUITE 100
GREENSBURG, PA 15601
Attn:

Bill To
AGParts Worldwide Inc.
220 Huff Avenue
Suite 100
Greensburg, PA 15601
Attn:

Ship VIA	Delivery Date	Terms	Ordered By	Reference Number
FEDEX GROUND	04/20/23	Check	MM1	

Line	Product ID	Description	Ordered	Received		Price	Total
1	MISC	HP 11A G8 EE 11.6" Chromebook A4-9120C 4GB 32GB eMMC Chrome OS	1	0	AGI-PA	$60.00	$60.00
	Special Instructions:	GRADE A; Device is fully functional condition, like new. No visible scratching, blemishes, dents on any parts of the machines. Minimal wear on plastics, no broken parts.					
2	MISC	HP 11A G8 EE 11.6" Chromebook A4-9120C 4GB 32GB eMMC Chrome OS	1	0	AGI-PA	$50.00	$50.00
	Special Instructions:	GRADE B; Device is fully functional condition, with minimal scratches/wear on the plastics, minimal screen scratches. Minimal scratches/wear on the keyboards, no missing keys, minimal scratching/wear on the plastics, no broken plastics, no broken parts					
3	MISC	HP 11A G8 EE 11.6" Chromebook A4-9120C 4GB 32GB eMMC Chrome OS	1	0	AGI-PA	$35.00	$35.00
	Special Instructions:	GRADE C; Device is fully functional condition, with visible wear and scratches on the screen. Visible wear and scratching on the keyboards. Moderate to heavy scratching on plastics, no missing keys, no broken plastics or parts.					
4	FREIGHT_VIA_FORWARDER/BROKER	FREIGHT ON SHIPMENT PAID TO FORWARDER/BROKER	1	0	AGI-PA	$0.00	$0.00
5	MISC	PLEASE ALLOW UP TO 60 DAYS FROM RECEIPT OF SHIPMENT FOR EVALUATIONS AND PAYMENT TO BE PROCESSED.	1	0	AGI-PA	$0.00	$0.00

Notes

'AGParts Terms of Purchase: 1) as set forth in AGParts letter "Buy Back Program Quote and Terms" sent by AGParts; and 2) within 24 hours after receipt of this Purchase Order ("PO"), the Seller shall respond either by accepting the PO terms as submitted or by notifying AGParts of any proposed modifications. If Seller does not so respond, the AGParts PO terms will be deemed Seller accepted. When a Seller's response or acknowledgment contains any term additions or modifications to the AGParts PO, the additional or modified terms shall not become effective until AGParts notifies Seller in writing that the additions and/or proposed modifications are acceptable.

Total **$145.00**

AUTHORIZED SIGNATURE

Please email all invoices to billing@agpartsworldwide.com

AG PARTS
EDUCATION
Building Relationships One School at a Time

WHAT'S THE NEXT STEP?

The payment terms are:

- 100% of the payment is applied upon a completed evaluation of the goods by AGParts.
- Payment options are either a check for the full amount paid to your district or a credit on your account to help keep the funds in your technology budget.
    - Credit payments will receive a 10% bonus!
        - Credit must be used within one year otherwise a check is paid out to your district for the remaining funds, just less the additional bonus.
- ***Credits are available for use with AGParts products and services only. If funds are to be used with AGiRepair orders, we will issue a check for the total amount owed, just less the additional bonus.***

Once price and terms are agreed upon:

1. We issue a Purchase Order (PO) to you confirming the agreement.
2. We then ask for a signed quote for our records.
3. We ship you all the custom packing materials and cover all transportation fees!
    - This includes all boxes, pallets, tape, and bubble wrap you need for the units.
- Please pack up the units according to the attached bulk packaging guide.
    - AC's are to be packaged in the separate larger boxes.
- When palletized and ready for pickup, let me know and I will schedule one!
    *Note: pickups are normally scheduled for after the lunch hour.
- Upon receipt each unit is labeled with its own AGID barcode, identifying each unit with a unique number. These numbers can be scanned into our web-based tracking system to identify the results of each unit and ensure the chain of custody of your units.
- Upon completion of our evaluations, we advise the overall quantity per grade and agree on the totals before the machines are processed in any way on our end.
    - Our evaluation process may take up to a maximum of 60 days.
- Upon agreement we issue payment in full.

*Upon agreement, the sale is considered final and the title and full ownership for the property is hereby transferred to AGParts.

Any questions? Please contact:
Julie Dulon, Buyback Manager
844-706-5084 x209
jdulon@agpartsworldwide.com

AGParts Buyback Team
buybackteam@agpartsworldwide.com

AssetGenie Inc. is proud to have authored an Environment Management System embracing a Zero-Landfill philosophy.

Our mission is to keep the environment and all data protected as we preserve our natural resources.

As a company we not only fully comply with all applicable environmental laws and regulations, but also surpass those guidelines to do our best to lower our overall environmental impact.

Our partners allow us to advance and reach many areas of the electronics market, helping make our R3 (Reduce/Reuse/Recycle) strategy one of the best in the business, and we would love to include you!

College Credit Plus Partnership

Memorandum of Understanding

Between

Cuyahoga Community College District and
Wadsworth City School District

This Memorandum of Understanding ("MOU") is entered into as of February 3, 2023, between Cuyahoga Community College District ("College") with an address at 700 Carnegie Avenue, Cleveland, Ohio 44115 and **Wadsworth City School District** ("School District") with 524 Broad Street, Wadsworth, Ohio 44281 (collectively, "the Parties")

RECITALS

WHEREAS, Ohio House Bill 487, which includes the College Credit Plus program ("Program"), was signed into law by Governor John Kasich on June 16, 2014; and,

WHEREAS, the College Credit Plus program governs arrangements in which a secondary grade student enrolls in a college and, upon successful completion of coursework taken under the Program, receives transcripted credit from the College and the high school; and,

WHEREAS, commencing at the start of the 2023-2024 school year, the College and School District desire to provide eligible secondary grade students with the opportunity to take college courses for high school and college credit; and,

WHEREAS, the College and School District agree to adhere to the applicable responsibilities and expectations included in Ohio Revised Code section 3365,

Now, therefore the Parties agree as follows simultaneously:

A. Student Eligibility:

1. All College ready students, grades 7 – 12, who qualify for College admission may participate.
2. Students, or their parents, must inform the School District, via the student's principal or equivalent, by the first day of April of the student's intent to participate in the Program the following year.
3. The student must:
    a. Apply to the College in accordance with the College's established procedure for admission.
    b. Meet the College's established standards for admission and for course placement.

B. The School District will:

1. Provide students enrolled in grades six through eleven with information about the Program prior to the 15th day of February each year.

2. Provide Counseling to students and their parents before the student participates in the Program to ensure the students and parents are aware of possible consequences and benefits of the Program. Counseling shall include, but not be limited to:

    a. Program eligibility;

    b. Academic credits;

    c. Any necessary financial arrangements;

    d. Transportation;

    e. Support services;

    f. Scheduling;

    g. Student and parental responsibilities under the Program; and

    h. Counseling services of the College.

3. Promote the Program on its website.

4. Schedule an informational session each school year to allow College personnel to meet with interested students and parents.

5. Implement a policy for awarding grades and calculating class standing for courses taken in the Program.

6. Develop and publish model course pathways and include those pathways among the School District's official list of courses offered through the Program.

7. Verify participants[1] are not taking more than thirty (30) college credit hours per academic year and not more than one hundred and twenty (120) college credits at the College during high school.

8. Develop a process to identify students who are economically disadvantaged.

9. Annually collect, report and track data related to the Program pursuant to Ohio Revised Code section 3365.15.

C. The College will:

1. Follow established standards and procedures for the admission of participants. Specifically, the College will:

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[1] Ohio Revised Code 3365.01(M) defines participant as, "any student enrolled in a college under the program established by this chapter." Therefore, any time the word participant is used in this MOU, it refers to a student who is enrolled at Cuyahoga Community College through the College Credit Plus program. The use of the word student refers to an individual who is not yet enrolled at Cuyahoga Community College.

a. Consider all available student data (e.g. grade point average, end of course examinations, etc.) to determine college readiness.

b. Give priority to its current enrolled individuals regarding enrollment in courses. However, once a participant has been accepted into a course at the College, the College shall not displace the participant for another currently enrolled individual.

c. Adhere to all capacity limitations that the College has established for specific courses.

2. Notify participant, participant's parent, participant's secondary school and superintendent of School District, not later than fourteen calendar days prior to the first day of classes of the term of participant's admission to the College and to specific course(s) in the Program.

3. Provide, not later than twenty-one calendar days after the first day of classes for the new term, to each participant, participant's secondary school, and superintendent of School District:

   a. The courses and hours of enrollment of the participant;

   b. The option of reimbursement elected by the participant pursuant to Ohio Revised Code 3365.07.

   c. A roster of participants from the School District enrolled in the College and a list of courses for each participant.

4. Promote the Program on the College's website.

5. Coordinate with the School District to present at least one informational session on the Program per school year for interested students and parents prior to the 15th day of February

6. Assign a counselor as an academic advisor who is employed by the College to each participant enrolled in the College. The College shall ensure that the participant and counselor meet at least once to discuss the Program prior to the date on which withdrawal from a course would negatively affect a participant's transcripted grade.

7. First offer College courses delivered under College Credit Plus , in any modality or location including those delivered in the high school, to full-time faculty of Cuyahoga Community College. The College commits to an expedited process for determining the interest of its full-time faculty in teaching courses under College Credit Plus in any modality or location including college courses taught in the high school. If no full-time faculty members of the College express an interest in teaching College Credit Plus courses at the high school, the College will assign appropriately credentialed adjunct faculty to the course.

8. If the teachers who are teaching Program courses at the School District are employees of the School District, the College will:

   a. Provide at least one, three hour professional development session per school year;

b. Conduct at least one full-period classroom observation of each college credit plus course taught by each secondary teacher to ensure the course meets the quality of a College level course.

9. Annually collect, report and track data related to the Program pursuant to Ohio Revised Code section 3365.15.

10. Commit to making higher education accessible to all eligible students with disabilities. The Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA) mandate that colleges and post-secondary institutions ensure that qualified students with disabilities not be denied participation in, or the benefits of, post-secondary education. However, the Individuals with Disabilities Education Act (IDEA) as observed in a secondary school setting, is not applicable to institutions of higher education such as the College. The College recommends College Credit Plus students that may have a documented disability work directly with the Student Accessibility Services office directly to create a plan for accommodation.

11. Not change course content and/or expectations for students participating in the College Credit Plus program. Courses may require College Credit Plus program participants to work with individuals in a class as part of a team or project. Course work may also require meeting with classmates outside of the classroom or off campus. Course subject matter may include adult themes and content. Course content will not be modified to accommodate the age of College Credit Plus participants.

D. Financial Expectations.

1. The College will use a tiered model for Program costs modeled after Ohio Revised Code section 3365 prescribed minimums. The College will work with faculty to keep textbooks affordable and, when appropriate, open source texts and recent editions will be suggested.

2. For courses offered at the College the Ohio department of education shall reimburse the College eighty dollars ($80) per credit hour. The School District is responsible for the first fifty dollars ($50) for each textbook. For purposes of this MOU, "textbook" is defined as any literature, reading material and/or publication that a professor, teacher, faculty member or instructor requires for a course. A "textbook" can be any media including but not limited to print, e-book, electronic book, rental book, hard copy print-outs and electronic print-outs, regardless of if the "textbooks" are purchased outright, financed, leased, rented or any other means of payment required by the College, publisher and/or book dealer.

   a. Unused textbooks must be returned to the College Barnes & Noble Bookstore no longer than 7 weeks after the start of the full term and 5 weeks after the start of "O" session. If unused books are not received, the district will be charged for all books that were shipped.

3. For courses offered at the School District and taught by a College instructor, the Ohio departmentof education shall reimburse the College forty-one dollars and sixty-four cents ($41.64) per credit hour. The School District is responsible for the first fifty dollars ($50) for each textbook.

4. For courses offered at the School District and taught by appropriately qualified School District teachers, the Ohio Department of Education shall reimburse the College forty-one dollars and sixty-four cents ($41.64) per credit hour. The School District is responsible for the first fifty dollars($50) for each textbook.

5. Participant shall not be charged for any tuition, textbooks, or other fees to participate in the Program unless the participant, pursuant to Ohio Revised Code section 3365.06(A), elects at thetime of enrollment to be responsible for payment of all tuition and the cost of all textbooks, materials, and fees associated with the course.

6. Public, private, and homeschool participants that opt to self-pay are not eligible to receive the College's discounted textbook rate.

7. If the participant does not complete the College course or does not attain a passing final grade in the College course which the participant is enrolled under the College Credit Plus program, the superintendent or equivalent of the School District may seek reimbursement from the participantor the participant's parent(s) for the amount of state funds paid to the College on behalf of the participant for that College course. The School District may not seek reimbursement from participants it has identified as economically disadvantaged.

E. Courses. All courses offered by the College under the Program shall be the same courses that are included in the College's course catalogue for college-level, non-remedial courses and shall apply to at least one degree or professional certification at the College.

F. Instructor Credentials. Each instructor teaching a course under the Program shall meet the credential requirements set forth in guidelines and procedures established by the Higher Learning Commission. If the guidelines require School District teachers to take any additional graduate-level coursework in order to meet the credential requirements, that coursework shall be applicable to continuing education and professional development requirements for the renewal of the School District teacher's educator license.

G. Miscellaneous.

1. Severability. The provisions of this MOU are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

2. Governing Law. This MOU and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio.

3. Notices. All notices or other written communications required or permitted under this agreement will be effective when received in accordance with this sentence and must be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested to either party at its address set forth below (or to such other address as the Parties may substitute, by proving a written notice in the manner specified in this Section):

Notice to School District:

Wadsworth City School District

534 Broad Street

Wadsworth, Ohio 44281

Attention: Andrew J. Hill, Ed.D, Superintendent

Notice to College:

Cuyahoga Community College

700 Carnegie Ave

Cleveland, Ohio 44115

Attention: Dr. Janice Taylor Heard, Associate Vice President, College Credit Plus

With a copy to:

Cuyahoga Community College

Office of General Counsel

700 Carnegie Ave.

Cleveland, Ohio 44236

Fax: (216) 987-4895

4. Liability. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officer or directors, to the extent allowed by law.

5. Amendments. This MOU may be modified or amended only by writing signed by both Parties.

6. Force Majeure. Neither Party is responsible to the other for nonperformance or delay in performance of the terms and conditions of this MOU due to the acts of Government, nature, war, riots and other causes beyond the reasonable control of the performing party.

7. Assignment. Neither party may assign its rights or delegate its duties under the MOU. Any attempted assignment or delegation in violation of this Section will be null and void.

8. No Third Party Beneficiaries. This MOU is not a third party beneficiary contract and confers no rights on any third party, including but not limited to students and/or employees of both Parties.

9. Independent Contractors. The Parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this MOU and neither party may make any commitment on behalf of the other or inference

that such a relationship exist.

10. **Complete Agreement-Integration. This MOU contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications, and promises of any kind, whether oral or written between the Parties with respect to the subject matter hereof and to any indication that such exists.**
11. Compliance with the Laws. In performing their obligations under this MOU, the Parties will comply will all applicable state and federal laws and regulations including but not limited to Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C.A. 1232g, and shall not be unlawfully discriminate against any employee or student of the District or the College on the basis of race, sex, religion, disability, age, national origin, color, ancestry, genetic information, military status, sexual orientation, gender identity and expression, pregnancy, and veteran status.
12. Counterparts. Facsimile Signatures. This MOU may be executed in multiple counterparts, all of which shall be originals and which together shall constitute a single MOU between the Parties. For the purpose of interpretation, facsimile signatures shall be equivalent to original signatures.

The Parties listed below, have the full legal right and authority and approval required by law to execute, deliver and perform this MOU and by their signatures are in agreement with the above stated conditions.

School District	Cuyahoga Community College District
Name:_____	Name:
Signature:_____	Signature:
Title:_____	Title: Provost/ EVP, Access, Learning & Success
Date:_____	Date:

Make Me dough
SCHOOL YUM-RAISING

SALES CONTRACT

SCHOOL NAME - Wadsworth MS Choir
120 Maple St,
Wadsworth, OH 44281

CONTACT - Samantha Quallich - Choir Director

KICK OFF DATE - 8/31/2023

END OF SALE - 9/14/2023

NUMBER OF PARTICIPANTS - 150 (Estimated)

FUNDRAISING PRODUCT - Otis Extravaganza Brochure

PRIZE PROGRAM - Make Me Dough Prize prize poster

PAYMENT - Post pay fundraiser

TERMS -

- The group will receive 40% profit With free shipping upon meeting the minimum order requirement of 400 units.
- If less than 400 units are sold there will be a $1.00 shipping charge for every unit under 400 that has not been sold (for example if 375 units are sold, the shipping cost will be $25.00).
- Make Me Dough will provide each participant with a selling brochure, order form, parent letter, prize poster, and an online selling account at no cost to the program.
- The group will pay half the cost of the prizes (the prizes have not been finalized, but typically prize costs are around 1.5% of the invoice amount.
- All items and prizes will be packed and labeled for each seller.
- The items will be delivered 3-4 weeks after receiving the order forms.
- The invoice will be sent to the group upon completion of the sale.

THE RESPONSIBLE SOLUTION

ALLIANCE FOR HIGH QUALITY EDUCATION

Dear Alliance Member,

I am so proud of the collaboration, advocacy, and partnership that the Alliance for High Quality Education represents in Ohio. They are a main factor in why I have hope for the future of public education. This membership-driven organization addresses a variety of topics that shape policy and governance of the schools. Please allow me to offer my thanks and appreciation for your contributions to our organization's efforts, under the direction of Executive Director Tony Podojil, the Alliance has become one of the most sought after and trusted collective voice in the educational landscape and we believe the Alliance for High Quality Education continues to demonstrate its value to its members.

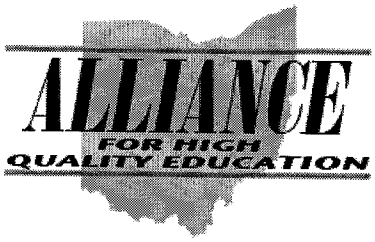
We are currently in the chaos of the current budget cycle. The Alliance feels confident in our ability to constructively contribute to the solutions for Ohio's ongoing challenges. The Alliance has answered calls for input on pertinent education matters throughout the state, from the Governor's office, the Ohio Department of Education, representatives in the House and Senate, to the business community (Ohio Excels and Fordham), our strong partners at BASA, OSBA, OASBO, the Big 8, CORAS, as well as OFT and OEA to provide professional insight in the struggle to create and implement sound education policy that benefits all of Ohio's youth and to facilitate the integration of new concepts, and practices in the never-ending quest for more effective methods to stimulate, motivate and lead our young people to unprecedented levels of learning, enlightenment and understanding.

During this past year, Executive Director Tony Podojil and new Legislative Consultant Will Schwartz spent a considerable amount of time soliciting feedback from Alliance member committees to continue our members' mission and involvement with the budget, minimum funding, updating the inputs, and many other policy related items beyond the budget.

We ask that you continue your participation in the coming year and that you demonstrate your commitment with a rapid response to the attached dues invoice. The Alliance is alive and well because of the many contributions and the active involvement of its 75 member districts. Our collective voice is needed to serve as a resource and a guide for our state decision makers. No organization has represented the unique needs of our districts better than the Alliance, which continues to advocate for the issues that are most important to its members.

Your partner in education,

Jeff Brown
Executive Committee Chair
Alliance for High Quality Education
Superintendent, Granville Exempted Village Schools



8050 North High Street
Suite 150
Columbus, Ohio 43235
(614) 842-2273

Anthony Podojil, Executive Director

May 1, 2023

TO: Wadsworth City School District

524 Broad St.

Wadsworth, OH 44281

Attn: Superintendent

Membership Dues:

The Alliance for High Quality Education dues from
July 1, 2023, through June 30, 2024

TOTAL DUE **$4,000.00**

****

Make check payable to: **The Alliance for High Quality Education**

Please send the check to:

New Payment Instructions

The Alliance for High Quality Education

8050 North High Street Ste. 150
Columbus, Ohio 43235

PUPIL TRANSPORTATION AGREEMENT
2023/2024

THIS AGREEMENT made and entered into at Hinckley, Ohio effective for the **2023/2024** school year, by and between the, **Wadsworth City Schools**, and **Suburban School Transportation Company, Inc. (SSTC)**, 26 River Road, Hinckley, Ohio 44233. For and in consideration of the mutual covenants and agreement herein contained, and for valuable consideration the parties agree to the following:

1. SSTC will transport students at the written request of the **Wadsworth City Schools** for any student requiring transportation. All students are provided door-to-door services specified by the district.

2. SSTC will provide all routing of said students, including contact with the parent/guardian regarding pick up and drop off times and locations. Students may be transported with other students with possible cost reductions. Routing sheets will be kept on file with SSTC dispatching office.

3. SSTC will provide vehicles to be used for transportation of said students. Vehicles will meet the standards of State and Federal law. All vehicles will be equipped with a mobile phone, emergency safety triangles, flares, electrical fuses, Blood Borne Pathogen Kit, fire extinguisher, first aid kit, blanket and a snow brush.

4. SSTC vehicles may be equipped with a global positioning system, which shows a vehicle's location, direction of travel and speed at any given moment.

5. SSTC will pay all expenses in connection with the operation and maintenance of vehicles used in the transportation. A vehicle inspection form shall be completed daily by the drivers. A staff mechanic services the SSTC fleet for preventive maintenance and emergency repairs. All daily inspection forms and service logs are on file in SSTC dispatching office. Should a student cause any damage to a vehicle; the parent/guardian will be financially responsible for said damages.

6. SSTC will provide qualified drivers to operate said vehicles used in the noted transportation in accordance with all applicable State and Federal laws. SSTC will verify that all drivers have met Ohio Pupil Transportation Operation and Safety Rules and Standards, including but not limited to certification and license requirements.

7. SSTC will purchase and maintain during the term of the agreement no less than $1,000,000 liability insurance, including a $5,000,000 umbrella. All non-owned vehicles will carry $300,000 (state requirement) liability insurance and a 1,000,000-liability non-owned coverage policy purchased by SSTC.

8. The rate quoted to the district will be for round trip, unless otherwise specified. The district acknowledges that the rate can change if transportation that was quoted does not meet the requirements of Local, State or Federal mandates due to the Covid-19 and or any other mandates. The district will be charged the daily rate for each day the particular school is scheduled to be opened, regardless, if the student or students attend or not, and regardless if the school be cancelled due to inclement weather or emergency. Should **Wadsworth City Schools** close due to inclement weather, but the school the student is attending is open, SSTC will use its own discretion. Safety is SSTC's top priority. If SSTC believes it is unsafe to transport due to inclement weather, the parent/guardian will be contacted. A two-day notice is required if the student will be out for an extended amount of time due to illness or suspension. Also, a two-day

notice is required if the student has transferred out of district or expelled from school and transportation service is no longer required.

9. **Wadsworth City Schools** will be responsible for obtaining the student(s) medical forms and attach it with the students request form. SSTC will maintain medical history reports in its dispatch office once received from the district.

10. Per our Policies & Procedures; Suburban Transportation does not permit or allow sexual abuse or molestation to occur in the workplace or at any activity sponsored by or related to it. Sexual abuse takes the form of inappropriate sexual contact or interaction for the gratification of the person who is functioning employee. Sexual abuse includes sexual assault, exploitation, molestation or injury. It does not include sexual harassment, which is another form of behavior which is also prohibited by Suburban Transportation.

11. All employees are issued SSTC identification badges to be worn and be visible at all times.

12. All vehicles to be used to transport eligible students who are confined to a wheelchair or other mobile positioning devices or who require life support equipment shall be equipped with a lift or ramp. The lift shall be connected within the vehicle body when not extended. The lift shall lift a maximum of 700 lbs. Wheelchairs are to be secured by a four-point tie down system.

13. Attendants or monitors will be provided to the district, if requested, at an additional charge. Any required ride-alone students will incur an additional cost for such transportation, who pre-approved by the District. MB 5/8/2017

14. SSTC may find it necessary to review various alternative accommodations to ensure the safety of the students during transportation. SSTC will always reserve the right to postpone transportation in the event a student becomes combative /violent and/or threatens or interferes with the safety and well-being of the public welfare, other passengers or themselves. The attending school and parent /guardian will be notified at this time to discuss transportation options. Such alternative accommodations will be discussed with and agreed upon by the district prior to implementation by SSTC.

15. In the event SSTC is requested to use a vehicle with special accommodations in order to ensure the safety of student transportation, an additional charge will be applied for such service, who pre-approved by the District

16. All vehicles will have "School Transportation" signs. MB 5/8/2017

17. For the safety of all students transported by SSTC, we will not transport any students across picket lines when a strike is in progress.

18. SSTC will provide **Wadsworth City Schools** with a form to use for adding, changing or deleting students. All student changes/requests must be submitted electronically or faxed on the provided SSTC form. No student transportation will begin unless the required form is submitted. SSTC requests at least 48–72-hour notice when placing new student transportation to allow adequate time for placement. Requests received after 12:00 pm will not be guaranteed for the next business day (from August 15th thru September 15th. Please allow 5-7 days for student placement. After any three (3) requests for a student's time or location change during a billing cycle, an additional $10 service charge per alteration may be applied.

19. Due to current instability and fluctuation in the energy sector fuel surcharges may apply, who pre-approved by the District.

MB
5/8/2017

20. SSTC will be responsible for allowing 3 minutes for pickup at the student's home. If after the allotted time SSTC leaves and continues the route and is then later notified that SSTC must again return to the students' home, an additional charge will be granted. After school is dismissed at the end of the regularly scheduled day SSTC will wait at the scheduled school until all eligible students have been picked up. If an eligible student does not show up at the designated pickup location the driver will contact the office and the office will contact the school. If SSTC is forced to wait for a student more than five (5) minutes after dismissal time (or other agreed upon pickup time) SSTC will agree to wait fifteen (15) additional minutes for the student. SSTC will be permitted to bill the district for the additional time. When an attempt to drop off an eligible student at home is unsuccessful, SSTC will proceed to complete the regularly scheduled route. The driver will notify the office of the first attempt. After the route is completed, SSTC will attempt again to drop off the student. If the second attempt is unsuccessful, SSTC will be permitted to charge the district, in fifteen (15) minute increments at the daily unit cost for each student for each fifteen (15) minute period, for all time thereafter until the student is dropped off at home or an emergency drop off location.

5/8/2023 MB

21. Payment for ordinary services rendered shall be made monthly. Payment needs to be received by SSTC within 30 days of invoice or late fees may apply.

In consideration of this agreement Suburban School Transportation Company, Inc., herein provided, that **Wadsworth City Schools** and Suburban School Transportation Company, Inc. will mutually agree on compensation on a case-by-case basis.

This contract will cover the period of **July 1, 2023, through June 30, 2024.**

This contract is made for the benefit of each party heretofore named, and all parties hereby acknowledge receipt of a full and complete copy of this agreement and declare that no promises, representation or agreement, other than those herein contained have been made or were relied upon.

IN WITNESS WHEREOF, the parties hereto set their hands this day and year.

Wadsworth City Schools	**Suburban School Transportation Company, Inc.**
By: _____	**By:** [redacted]
Its: _____	**Its:** President
Date: _____	**Date:** May 1 2023

This Contract Amendment dated this 16th day of May 2023 Suburban School Transportation

With our students having special needs, each student has different type of requirements for their transportation.

We must factor in the following,

- Their IEP requirements,
- Their behavior
- Can they ride with others
- Do they need to ride alone
- Will they need a partition in the vehicle
- Their school times
- Rides with a monitor or a nurse
- Miles per day

We are always happy to quote the district for each student that may need our services.

If the student has any type of change in their transportation during the school year the district may ask for a re-quote.

By:_____Date;_____

Its_____

Library Speakers CONSORTIUM

Date: April 26, 2023

Subject: Memorandum of Understanding for Wadsworth City Schools in Ohio

Library Speakers Consortium (operated by PBC Guru) is happy to submit this proposal for Wadsworth City Schools to become members of the BookBreak School Author Talk program for elementary schools. The proposal is split into three sections:

1. Services Provided
2. Cost of Service
3. Terms of Service

Any questions, concerns, or feedback can be directed through email to finance@pbc.guru. We're excited about the possibility of working with you and are happy to discuss any of the details of this proposal.

1. Services Provided

BookBreak will bring 2-3 online bestselling children's author talk events to schools each month that will be streamed live online. Each talk will be geared to specific grade cohorts (e.g., K-1st, 2nd-3rd, and 4th-5th or K-2nd and 3rd-5th) so each grade will have the opportunity to hear from an age-appropriate author about once per month. Talks will be scheduled from September through May each year to coincide with the academic year. Recordings of the talks will be available for future instruction and for school librarians/media specialists. Each live talk will be 10-15 minutes in length.

We are highly committed to offering a diverse mix of perspectives and will ensure that half or more of the speakers will be women and/or people of color. Other program features include

- Additional 2-to-5-minute videos recorded with authors that are tied to specific curriculum topics.
- Most authors will present two talks during the school day (e.g., 12 and 1:30 PM) to allow classes with different lunch times to be able to attend a live talk.
- Recordings of live events available for future lessons.
- Resources for educators to incorporate before and after each talk including classroom activities.
- Microsites that are customized to display individual schools' logos and colors.
- Ability for parents and students to access recordings at home.
- Detailed analytics of classroom registrations, live views, and archive views.

2. Cost of Service

The cost of membership is based on the number of schools with K-5 students participating in the program. Each elementary school is classified as one of the following for pricing purposes:

- Non-Title 1 (schools where less than 40% of students are on Free and Reduced Meals)
- Title 1 (schools where 40% to 80% of students are on Free and Reduced Meals)
- High-Poverty Title 1 (schools where 80% or more of students are on Free and Reduced Meals)

Library Speakers CONSORTIUM

The tables below show the price per school based on enrollment for Non-Title 1 and Title 1 Schools including the 50% Founding Partner Discount for schools joining the initial launch of the program by the cutoff date of May 31, 2023.

Non-Title 1 School Annual Pricing per School (Regular Pricing):

K-5 Student Enrollment	Founding Partner (Signed on by May 31, 2023)	Regular Member (Signed on after May 31, 2023)
Up to 250	$1,050	$2,100
250-750	$1,175	$2,350
750+	$1,450	$2,900

Title 1 School Annual Pricing per School:

K-5 Student Enrollment	Founding Partner (Signed on by May 31, 2023)	Regular Member (Signed on after May 31, 2023)
Up to 250	$950	$1,900
250-750	$1,075	$2,150
750+	$1,350	$2,700

High-Poverty Title 1 schools qualify for BookBreak's Buy One Give One program which offers the program for free to High-Poverty Title 1 schools. For districts where more than half of schools are High-Poverty Title 1 schools, the cost for the district will be calculated without the Buy One Give One program and then a 50% discount will be added.

Districts signing up multiple schools are eligible for an additional discount per the following table. Any school given BookBreak for free will not count as a "paying school" for this discount. Central offices must contract with BookBreak to receive this multi-school discount (e.g. 10 schools in the same district each paying separately for BookBreak would not qualify).

Multi-School/District Discounts:

Number of Paying Schools	Discount Percent
3 to 9	20%
10 to 19	25%
20+	35%

Library Speakers CONSORTIUM

The tables below list the participating K-5 schools in the district and the cost for each school along with the relevant district pricing discount.

School Name	Enrollment	Free and Reduced Meals %	Annual Cost	Notes
Franklin Elementary School	235	23%	$950	Less Than 250 Students - Title 1 School Pricing
Isham Memorial Elementary School	327	25%	$1,075	250 to 750 Students - Title 1 School Pricing
Lincoln Elementary School	249	43%	$950	Less Than 250 Students - Title 1 School Wide Pricing
Overlook Elementary School	406	18%	$1,175	250 to 750 Students - Regular Pricing
Valley View Elementary School	349	16%	$1,175	250 to 750 Students - Regular Pricing

Sub Total	$5,325
District Discount	20%
Total Cost	**$4,260**

This cost is based on the 50% founding partner discount from the regular cost of $8,520 per year. ~~Membership will renew every year for another one-year term on the anniversary of the program launch, unless written notice is given 30 days or more in advance of the renewal date.~~ The cost of membership for the services outlined in this Memorandum will remain the same for a minimum of three years. ~~Renewal will not be automatic in the event of an increase in the cost of membership after the first three years.~~ 5/1/2023 MB

3. Terms and Other Details

Below are several specific terms and other details for the membership:

1. **Cancellation Due to Budget or Strategic Priority Changes:** Receiving the 50% Founding Partner discount for BookBreak requires a signed Memorandum of Understanding by May 31, 2023. However, Wadsworth City Schools may choose to cancel this agreement due to budget limitations or strategic priority changes as long as notice is received by July 15, 2023. There will be no penalty for canceling the program but the Founding Partner pricing will no longer be available.
2. **Participant Privacy:** Library Speakers Consortium will not share, sell, rent or give away participants' information in any way unless required by a court of law. This does not include trusted third parties (including Wadsworth City Schools) who help us to operate and provide valuable services as long as those parties agree to keep the information private. Note that only teachers and staff will be able to make accounts with the BookBreak platform and personally identifiable information will not be collected from students or parents. Our complete privacy policy applies to all programs and can be found on our website at https://www.pbc.guru/about/legal/privacy.

Library Speakers CONSORTIUM

3. **Benchmarking and Data Aggregation:** Library Speakers Consortium will share information relating to the overall participation and engagement of all BookBreak members to support benchmarking and program improvements for all member schools. This may include a listing of the most popular programs, aggregate participation numbers, and other items. This will not include any personally identifiable information.
4. **Sharing Participant Information:** As a trusted third party, Wadsworth City Schools will have access to the names, email addresses, and other information of teachers and school staff who register for events through your instance of the platform.
5. **Event Sharing Limitations:** BookBreak schools may share the recorded videos and live programs with any member of their school community including teachers, school librarians, staff, students, parents, and guardians. The recorded videos and live programs may not be shared with the public and with school communities that are not participants of BookBreak.
6. **Author Event Conflicts:** Some author speaking agreements for in-person events include a period of time when that author cannot plan to speak in the same metropolitan area during the same time of year. This is done so that two organizations are not hosting competing events with the same author at the same time of year. In certain cases, a BookBreak event may not be able to be shared with schools in the same metropolitan area where an author has a preexisting speaking agreement. This is expected to be a rare occurrence and our goal when coordinating with authors will be to keep this possible conflict to an absolute minimum.
7. **Start Date:** The program start date will be July 1, 2023. The program year will run from July 1 to June 30 each year to allow access to the platform and training before classes start. If access to certain aspects of the program is made available before the official start date as part of an onboarding or other process, all terms and agreements will still apply.
8. **Pricing Adjustments:** Pricing in this Memorandum of Understanding is based on the most recent data available and will not be adjusted for the first year of the program due to fluctuations in enrollment and Free and Reduced Meals percentages unless Wadsworth City Schools requests an adjustment prior to the program start date. Due to enrollment and Free and Reduced Meal percentages varying regularly, and to make budget planning for school districts easier, Library Speakers Consortium will only plan to update pricing with the latest school-specific data every three years unless specifically requested by the district or if there is another reason to do so. Pricing will never be adjusted from a previously agreed to amount after July 1 of a given year.
9. **Termination:** This program can be ended at any time by Library Speakers Consortium or Wadsworth City Schools. The official "end date" will be the next renewal date of the program.
10. **Additional Terms:** Additional general terms and conditions for all Library Speakers Consortium and PBC Guru Programs are provided at https://www.pbc.guru/about/legal/terms/business.

Upon acceptance of this memorandum, please sign below

Signature: [redacted]

Name: Christopher Williams

Title: Chief Financial Officer

Library Speakers Consortium

5/17/2023

Signature: _____

Name: _____

Title: _____

Wadsworth City Schools

Business and Organization Terms and Conditions

Last Updated: 8th January, 2022

Users Terms can be viewed here: User Terms

General

PBC Guru LLC will provide the pbc.guru Programs to organizations who register for the service and follow the terms outlined herein. In the event of any inconsistency among these Terms and Conditions and any other terms, the order of control shall be: (i) Business and Organization Terms & Conditions and (ii) any other exhibits, addenda or attachments to the Terms & Conditions including any links contained in these Terms and Conditions, which are incorporated by reference herein. Note that areas of the user terms apply to organizations where applicable but in no way limiting the business specific terms.

Intellectual Property Rights

(i) PBC Guru LLC owns all right, title and interest in and to any data provided to PBC Guru LLC by your employee, member or an end user to PBC Guru LLC in connection with the pbc.guru Programs ("Customer Data").
(ii) PBC Guru LLC owns all right, title and interest in and to the pbc.guru Programs including, without limitation,

any intellectual property rights and any improvements, modifications, enhancements or refinements thereto. Except as set forth in the Agreement, all rights not expressly granted to you are reserved. You agree not to decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any of the pbc.guru Programs, intellectual property or ideas, algorithms, file formats, programming, or interoperability interfaces underlying or such intellectual property.

All company names and logos are trademarks™ or registered® trademarks of their respective holders. Reference to them is for the information and convenience of the public, and does not constitute affiliation, endorsement, recommendation, or favoring by them.

All content posted to the Site is must comply with U.S. copyright law. PBC Guru LLC does not pre-screen content posted to the Site, but does maintain the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Site and services.

Restrictions

You: (i) will use the pbc.guru Programs solely for your internal business purposes, and (ii) will not, for itself, any affiliate of you or any third party (a) sell, rent, lease, license or sub-license, assign, distribute, or transfer the pbc.guru Programs; (b) modify, change, alter, create derivative works of, decipher, decompile, disassemble, reconstruct, translate, reverse engineer, or discover any source code of the underlying ideas, algorithms, file formats, programming, or interoperability interfaces of the pbc.guru Programs; (c) copy any tangible versions of the pbc.guru Programs; or (d) remove from any of the pbc.guru Programs any language or designation indicating the confidential nature thereof or the proprietary rights of PBC Guru LLC. In addition, you will not export, re-export or permit any third party to export or re-export, directly or indirectly, the pbc.guru Programs where such export or re-export is prohibited by applicable law without appropriate licenses and clearances. All content posted and activity that occurs under your account is your responsibility.

Fees; Pricing and Payment Terms; Taxes

(i) PBC Guru LLC reserves the right to amend the fees payable for the pbc.guru Programs at any time upon thirty (30) days prior notice to you; provided, however, that such amendment to the fees will not be applicable until the beginning of the next Subscription Period.
(ii) You will be responsible for any sales, use, value-added or import taxes, customs duties or similar taxes assessed in accordance with applicable law with respect to the provision of the pbc.guru Programs.
(iii) Notwithstanding anything herein to the contrary, PBC Guru LLC, in its sole discretion, may suspend or terminate the Agreement and corresponding access and right to use the pbc.guru Programs, at any time, upon notice to you, if you have not paid all amounts due on or before the payment due date, or for any other material breaches of the Business and Organization Terms and Conditions or any other exhibits, addenda or attachments to the Terms & Conditions including any links contained in these Terms and Conditions, which are incorporated by reference herein. You are responsible for amounts that remain outstanding as of the date of such termination. ~~You agree to pay reasonable attorneys' fees and court costs incurred by PBC Guru LLC to collect any unpaid amounts owed by you.~~ 5/4/2023

Term; Termination; Survival

The Agreement will remain in full force specified in the Business Agreement. Each party shall have the right to terminate the Agreement upon written notice to the other party for any reason. Any provision of the Agreement which contemplates performance or observance subsequent to any termination or expiration of the Agreement shall survive any termination or expiration of the Agreement and continue in full force and effect.

Representations and Warranties; Disclaimer

(i) PBC Guru LLC warrants that PBC Guru LLC has the authority to enter into this Agreement.
(ii) You represent and warrant to PBC Guru LLC that: (a) you have the authority to enter into this Agreement; and (b) you will only use the pbc.guru Programs for lawful purposes and will not violate any law of any country or the intellectual property rights of any third party.
(iii) EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF QUALITY, ACCURACY, BUSINESSABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT THE USE OF pbc.guru PROGRAMS OR SERVICES AND THE INTERNET IS AT YOUR SOLE RISK. pbc.guru PROGRAMS AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

Confidential Information

Any information that a receiving party knows or has reason to know (either because such information is marked or otherwise identified by the disclosing party orally or in writing as confidential or proprietary, has commercial value, or because it is not generally known in the relevant trade or industry) is "Confidential Information" of the disclosing party and will remain the sole property of the disclosing party. Such Confidential Information includes but is not limited to data, information (including personally identifiable information), ideas, materials, specifications, procedures, schedules, software, technical processes and formulas, source code, product designs, ~~sales, cost and other unpublished financial information,~~ product and business plans, advertising revenues, usage rates, advertising relationships, projections, marketing data and other similar information provided by a party. For avoidance of doubt, Customer Data shall be deemed Confidential Information of PBC Guru LLC. Each party agrees that it will not disclose, use, modify, copy, reproduce or otherwise divulge such Confidential Information to any third party without the prior written approval of the disclosing party except that the receiving party shall have the right to disclose such Confidential Information to the extent required by applicable law or to the directors, officers or employees of the receiving party who have a need to know such Confidential Information in order to perform its obligations under the Agreement and to the extent such directors, officers or employees are subject to obligations of confidentiality and non-disclosure that are substantially similar to the obligations set forth in the Agreement. The prohibitions contained in this Section will not apply to information (i) already lawfully known to the receiving party prior to such disclosure by the disclosing party; (ii) independently developed by the receiving party without access to or use of the disclosing party's Confidential Information; (iii) disclosed in published materials; (iv)

5/4/2023 MM

generally known to the public; or (v) lawfully obtained from any third party. In addition, a party will not be considered to have breached its obligations under the Agreement to the extent Confidential Information is required to be disclosed by any governmental authority, provided that, to the extent legally practicable, the receiving party advises the disclosing party prior to making such disclosure in order that the disclosing party may object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or take such other action as it considers appropriate to protect the Confidential Information.

Dispute Resolution; Governing Law

In the event of a dispute or mistake between a Business or Organization and User, PBC Guru LLC will not be liable in any way for damages to either Business or User.

To the extent any disputes arise under the Agreement or otherwise between the parties, the parties will first attempt in good faith to resolve their dispute informally. This Agreement is governed by the State of ~~Maryland.~~ Ohio 5/4/2023 MM

Use of Business Names and Logos

PBC Guru LLC reserves the right to use business and organization names and logos on our website and promotional material. This may include but is not limited to postings on pbc.guru, printouts distributed for marketing purposes, listings of client names and/or logos on promotional material, etc. PBC Guru LLC may ask a business or organization's permission to use its name or logo in promotions but this is not a requirement for such use. A business or organization may contact pbc.guru via the contact form to express how they prefer their information to be used and PBC Guru LLC will make an effort to honor such requests but is in no way bound to do so.

Book Selection Requests

PBC Guru LLC reserves the right, in its sole discretion, to reject any book selection request that we do not believe will be successful with a book club group. Reasons for rejection can include but are not limited to books that are overly dense, one-sided or will be difficult for participants to find a copy to read/ access. We are always happy to work with you to find an alternative title if we believe a book won't be successful with your group.

Indemnification

You will defend, indemnify, and hold PBC Guru LLC and its affiliates and their respective directors, officers, employees, agents and representatives harmless from and against any third party suit, proceeding, assertion against any damages, judgments, liability, costs and expenses (including without limitation any reasonable attorneys' fees) incurred arising from your material breach of this Agreement, your unauthorized use or misuse of the pbc.guru Programs or any unauthorized combination of the PBC Guru LLC with any hardware, software, products, data or other materials not specified or provided by PBC Guru LLC. 5/4/2023 MM

Limitation of Liability

PBC Guru LLC's aggregate liability for all claims ~~(including claims for indemnification of third party damages)~~ arising out of the Agreement, whether in contract, tort or otherwise, will not exceed the amount of fees paid by you to PBC Guru LLC under the Agreement during the twelve (12) months preceding the date on which the claim occurred. To the maximum extent permitted by applicable law, in no event will PBC Guru LLC be liable for any loss of business profits, business interruption, loss of data or any special, indirect, exemplary, incidental or consequential damages arising from or in relation to the Agreement or the use of the Services, however caused and regardless of theory of liability.

5/4/2023 MM

Notice

Except where explicitly provided otherwise herein, any notice required or permitted hereunder will be delivered to the contact person listed on the business account via electronic mail. Electronic mail will be considered received as long as no server error is received from the sending of an electronic mail. It is the responsibility of the Business to ensure that any changes to the appropriate electronic mail address are provided to PBC Guru LLC.

Assignment

This agreement can only be assigned by mutual agreement, unless one party is selling its business or assets, in which case they can include this Agreement and the obligations on both parties as part of the sale. The obligations in this Agreement continue with the new owners and the remaining party.

No Third Party Beneficiaries

The Agreement is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.

Amendment; Waiver

This Agreement may be changed only by written agreement signed by both PBC Guru LLC and you. The failure of either party to exercise or enforce any of its rights under the Agreement will not act as a waiver of subsequent breaches and the waiver of any breach will not act as a waiver of subsequent breaches.

Severability

If any provision of the Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law and the other provisions of the Agreement will remain in full force and effect.

Force Majeure

If either party is prevented from performing any of its obligations under the Agreement due to any cause beyond the party's reasonable control including, without limitation, an act of God, fire, flood, explosion, terrorism, war,

embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, or acts of vandals, or hackers, the time for that party's performance will be extended for the period of the delay or failure to perform due to such occurrence, except that you will not be excused from the payment of any sums of money owed by you to PBC Guru LLC provided prior to the force majeure event.

Independent Contractor

The Agreement will not be construed as creating or constituting a partnership, joint venture, or agency relationship between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

Compliance with Laws

Each party will comply with all applicable laws, regulations, and ordinances relating to their performance hereunder.

Entire Agreement

The Agreement will constitute the entire agreement between PBC Guru LLC and you with respect to the subject matter hereof and all prior oral or written agreements, representations or statements with respect to such subject matter are superseded hereby.

Managed Book Clubs to Connect & Engage at Scale

Let's Connect

Cultivate connected and engaged communities through lifelong learning and professional development experiences.

Customers

Universities

Companies

Professional Societies

Libraries

Services

Company

About Us

Our Story

Frequently Asked Questions

Contact Us

Careers

Recommended Books

Management & Leadership

Novels & Literature

Company-Wide Reading

DEI & Social Justice

Privacy Policy

Last Updated: 8th January, 2022

We value your privacy greatly at PBC Guru and are committed to keeping your information safe. This policy outlines how we use your information to give you the best experience possible. This policy applies to all PBC Guru services and programs including company book clubs, alumni book clubs, professional society book clubs, alumni association livestreams/webinars, the Alumni Learning Consortium and other programs.

PLEASE READ THIS POLICY CAREFULLY BEFORE SUBMITTING ANY INFORMATION TO PBC GURU. USE OF THIS WEBSITE AND ANY OF THE SERVICES PBC GURU PROVIDES INDICATES YOUR ACCEPTANCE OF THIS PRIVACY POLICY.

Information Collection

PBC Guru collects information related to book club, livestream and other program participants. This information includes first and last name, email address, graduation year, interests related to books and program goals, address, phone number, job title, reading quizzes, polling data such as voting for book selections, survey data and other related data. This data is collected when the participant provides it when they register for a program or when they participate in a poll or survey. Non-essential data to the service is optional to provide.

PBC Guru also collects information related to participants activity with their program including opening emails, clicking on links in emails, logging into online discussion forums and posting in the discussion forum.

If you give us credit card information, we use it solely to check your financial qualifications and collect payment from you. We use a third-party service provider to manage credit card processing. This service provider is not permitted to store, retain, or use information you provide except for the sole purpose of credit card processing on our behalf.

Information Use

PBC Guru uses personal information to provide valuable experiences for book club, livestream and other program participants. This includes:

- Providing the online book club, livestream and other program experiences
- Personalization of content and the user experience
- Account set up and administration
- Sending email reminders and related content relevant to programs that participants have opted into
- Selecting books and other materials for groups to read or vote for
- Carrying out polls, voting for books and feedback surveys
- Internal research and development purposes to improve our services
- Legal obligations
- Meeting internal audit requirements
- Creating reporting on the level of program participation for the sponsoring organization

Information Sharing

PBC Guru sends users email for two primary reasons. The first relate to book clubs, livestreams and programs users are currently participating in and/or registered for. The second reason for emails is important updates on site features and other news which PBC Guru deems important to provide to users. PBC Guru reserves the right to email a user if we feel it necessary but will try to respect users wishes to receive as few emails as possible. Users have the option to adjust which emails they receive.

There are two categories of trusted third parties. The first are other online services which help us to operate our services and provide a fantastic experience to our users. All of these services, to the best of our understanding, keep personal information secure and private as part of their terms of service. These include:

- Web Hosting Providers: These organizations store our website and data so users can participate in our programs on the internet.
- Email Communication Tools: These tools allow us to send emails to participants and track engagement data such as whether an email is opened and/or a link in an email is clicked.
- Credit Card Processing: We use a third party service to manage credit card processing. Please see more information under "Information Collection".

- Analytics Tools: These tools allow us to track important data that helps improve our service such as how many people visit a specific web page and how often they click on a link.

The second category of trusted third parties are program sponsoring organizations. These are the organizations that actually commission a given book club, livestream or other program. They include companies, colleges, universities, schools, professional societies, non-profits and other organizations. As an example, for a University of Maryland Alumni Book Club, the sponsoring organization would be University of Maryland. The sponsoring organization for any PBC Guru program, where one exists, will be made explicitly clear through the name and description of the program.

PBC Guru will share participant contact information (e.g. name, email, address) and participation metrics (e.g. email open rates, online discussion activity) with a program's sponsoring organization or organizations upon request. Note that personal information is only shared with an individual's sponsoring organization meaning that if a participant signed up for a University of Maryland Book Club then we would share their information with University of Maryland but not with any other sponsoring organization.

Sponsoring organizations may use participant data that we share with them to inform participants about the program, track program success metrics, inform participants about other programs and any other lawful purpose.

Non-personally identifiable information may be provided to third parties for purposes such as analytics or other uses.

If we (or our assets) are acquired by another company, whether by merger, acquisition, bankruptcy or otherwise, that company would receive all information gathered by PBC Guru. In this event, you will be notified via email and/or a prominent notice on our website, of any change in ownership, uses of your information, and choices you may have regarding your information.

We reserve the right to use or disclose your information if required by law or if we reasonably believe that use or disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or comply with a law, court order, or legal process.

Public and Private Forums

We offer both publicly accessible and private message boards, blogs, and community forums. Please keep in mind that if you directly disclose any information through our public message boards, blogs, or forums, this information may be collected and used by others. Private forums require a login account to access but should be treated as public for all intents and purposes where sensitive information is concerned. We will correct or delete any information you have posted on these areas if you so request.

Legal Basis for Storing and Processing Information (European Economic Area visitors only)

PBC Guru relies on the legal basis of consent, contract and legitimate interests to store and process information. Individual participants consent to participate in programs with PBC Guru when they sign up. Participants have the right to withdraw their consent from programs and for PBC Guru to no longer store or process their information when requested.

PBC Guru also has contractual agreements with program sponsoring organizations (see Information Sharing) which outline our relationship with these organizations.

Finally, PBC Guru has legitimate interests to store and process data in order to help individual participants and to improve our services.

Retention of Personal Information

How long we keep information we collect about you depends on the type of information as described in further detail below. After such time, we will either delete or anonymize your information or, if this is not possible, then we will securely store your information and isolate it from any further use until deletion is possible.

We retain information that you provide to us where we have an ongoing legitimate business need to do so (for example, as long as is required in order to contact you about other services, or as needed to comply with our legal obligations, resolve disputes and enforce our agreements).

We will delete this information from the servers at an earlier date if you so request, as described in " Data Protection Rights" below.

Use of Cookies and Session Variables

Cookies and session variables are used on PBC Guru to allow for certain essential functionality like remaining logged into the site as you go from page to page. Session variables are automatically deleted whenever you close your web browser. Cookies expire after a set period. We use both primary cookies (those created by PBC Guru) and third party cookies (those created by one of our trusted third parties).

You can set or amend your web browser controls to accept or refuse cookies. If you choose to reject cookies, you may still use our website though your access to some functionality and areas of our website may be restricted. As the means by which you can refuse cookies through your web browser controls vary from browser-to-browser, you should visit your browser's help menu for more information.

Use of Web Beacons

We employ a software technology called clear gifs (a.k.a. Web Beacons/Web Bugs), that help us better manage our service by informing us what content is effective. Clear gifs are tiny graphics with a unique identifier, similar in function to cookies, and are used to track the online movements of Web users. In contrast to cookies, which are stored on a user's computer hard drive, clear gifs are embedded invisibly on Web pages or in emails and are about the size of the period at the end of this sentence. We use clear gifs or pixels in our HTML-based emails to let us know which emails have been opened by recipients. This allows us to gauge the effectiveness of certain

communications and the effectiveness of our marketing campaigns. We tie the information gathered by clear gifs in emails to our customers' personal information.

Outside Web Links and Embedded Content

Our site has links to other sites such as social networking platforms and interesting online resources as well as embed content such as recorded or livestream videos. These third party sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. We do wish to preserve your integrity and welcome any feedback about these sites, as we do all feedback.

Data Protection Rights

You have the following data protection rights:

- You can request access, correction, updates or deletion of your personal information.
- You can object to processing of your personal information, ask us to restrict processing of your personal information or request portability of your personal information.
- If we have collected and process your personal information with your consent, then you can withdraw your consent at any time. Withdrawing your consent will not affect the lawfulness of any processing we conducted prior to your withdrawal, nor will it affect processing of your personal information conducted in reliance on lawful processing grounds other than consent.

To exercise any of these rights, please contact us at info@pbc.guru or via our website contact form. We will respond to your request to change, correct, or delete your information within a reasonable timeframe and notify you of the action we have taken.

Data Security

We take data security very seriously and use secure technology for data storage and data processing.

Data Storage and Process

We store and process data on third party webservers in the United States. Our services are available for access anywhere in the world for participants with the appropriate credentials.

To Unsubscribe From Our Communications

You may unsubscribe from our marketing communications by clicking on the "unsubscribe" link located on the bottom of our e-mails or by sending us email us at info@pbc.guru.

Children's Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA because we do not collect information from anyone under 13 years of age. Our site and services is directed to people who are at least 13 years of age.

Managed Book Clubs to Connect & Engage at Scale Let's Connect

Cultivate connected and engaged communities through lifelong learning and professional development experiences.

Customers

Universities

Companies

Professional Societies

Libraries

Services

Managed Book Clubs

Alumni Learning Consortium

DE&I Movie Clubs

Company

About Us

Our Story

Frequently Asked Questions

Contact Us

Careers

Recommended Books

Management & Leadership

Novels & Literature

Company-Wide Reading

DEI & Social Justice

Lifelong Learning

Innovation & Entrepreneurship

For Young Professionals

Health & Wellness

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OHSAA TOURNAMENT SITE AGREEMENT

Boys Lacrosse Regional Tournament Facility Rental Agreement

PLEASE COMPLETE, SIGN AND RETURN PAGE 5 TO kkiehl@ohsaa.org_BY day of game_____

This agreement between Wadsworth City Schools ("Venue") and the Ohio High School Athletic Association ("the OHSAA/_____") located at 4080 Roselea Pl, Columbus, OH 43214 for the rental of the Venuefacilities to hold **"Boys Lacrosse Regional"** tournaments (the "Event").

The Premises

The OHSAA is renting the following locations from Venue (the "Premises"):

- Art Wright Stadium – 280 Grandview Avenue, Wadsworth, OH 44281
- The Premises includes, but is not limited to, the competition field, spectator stands, locker rooms, parking areas and press areas.

- Venue grants unto the OHSAA the right to exclusive occupancy and use of the Premises and those areas of the Premises as may be reasonably necessary for ingress and egress for personnel and equipment, as well as those areas outside the facilities and adjacent thereto as required for the OHSAA's parking and unloading of vehicles.
- Venue shall make available to the OHSAA the Premises for the Rental Period, as well as the preceding day for event preparations. The OHSAA, via its employees and representatives shall have the privilege of entering upon the Premises at all reasonable times prior to the Rental Period for the purpose of preparing the Premises for its intended use.
- OHSAA agrees to pay Venue in accordance with the *Financial terms* set forth in the agreement for the exclusive use of the Premises, as well as the services provided, including but not limited to, ticket takers, ticket sellers, ushers, security, emergency services, custodial services, announcers, scoreboard operators, etc. for operating the event. OHSAA shall provide for all contest officials including the officiating crew, officials' observers and such other personnel as deemed necessary and appropriate by the OHSAA.
- Venue shall designate a "site manager" who shall be the VENUE'S liaison between VENUE and the OHSAA and who shall oversee all services personnel including, but not limited to, scoreboard operators, announcers, ushers, ticket sellers, ticket takers, security, EMS, and such other personnel as may be required in order to operate the tournament at VENUE'S site in accordance with the standards established by the OHSAA.
- Venue's site manager shall be responsible for coordinating with the OHSAA's designated representative with respect to all aspects of the events at the Premises. Furthermore, Venue shall be responsible in ensuring the designated site manager adhere to and enforce all tournament regulations as promulgated by the OHSAA for the events that are the subject matter of this agreement.
- Venue shall conduct the tournament competition in accordance with all applicable provisions of the OHSAA Constitution, Bylaws, General Sports Regulations, Specific Sports Regulations, Tournament Regulations and policies and procedures adopted by the OHSAA Board of Directors, Executive Director or Executive Director's designee.

- Parking description to accommodate Event attendees if needed.

- Parking for the event shall be provided at no cost to fans in lots designated for such purpose by Venue. Such parking will be made available in lots on the Premises. However, if Venue has charged a parking fee during Venue's regular season contest, Venue may continue to charge the parking fee charged during the regular season not to exceed $5.00 per vehicle. If parking is charged by Venue, Venue may retain the revenues received from that parking fee, unless the parties elect to modify this provision by separate agreement.
- Venue shall provide free parking accommodations for OHSAA personnel and guests.

Rental Period

- The OHSAA will have the exclusive use of the Premises beginning at 5:00 PM on 5/18/23 [date] and ending at 8:30 PM on 5/18/23 [date] (the "Rental Period").

Ticketing

- **Electronic Ticketing:** The OHSAA has obtained a license to use the electronic platform, system and tools provided by HomeTown Ticketing, Inc. for use at any or all of its tournament events. If and wherever practicable, the OHSAA intends to offer the sale of electronic tickets to customers as a paperless, touchless process by which fans can gain entrance to OHSAA tournament events (note that a printing option of the electronic ticket is also available).

Termination

- The Flat Fee is fully refundable up to 1 month prior to the beginning of the Rental Period. If the OHSAA terminates this agreement after that date, Venue will retain the deposit. Venue will seek to re-lease theVenue for the Rental Period and refund to the OHSAA any rents collected up to the amount of anything paid by the OHSAA.

- Venue takes no responsibility for personal effects and possessions left on Premises during or after anyEvent. Venue will maintain a lost and found and will hold recovered items up to 30 days. Venue will communicate with the OHSAA to attempt to return any recovered item to its rightful owner.

Use of Premises

- The Premises will be in a clean condition at the beginning of the Rental Period.

- Venue has the right to have personnel at the Premises and to inspect all areas of the Premises uponreasonable notice.

- OHSAA agrees that this agreement is for transient occupancy, and that OHSAA does not intend to makethe property a residence or household.

- OHSAA and its invitees agree to behave in a civilized manner and be good neighbors respecting therights of the surrounding property owners.

- OHSAA and its invitees are prohibited from entering any areas not included the Premises, as well as anyother areas at the Premises that are blocked off.

- The OHSAA shall be permitted to: sell concessions, charge admission to the Premises, charge for parking, and otherwise generate revenues from its use of the Premises. All revenues generated by theOHSAA shall be the sole property of the OHSAA.
    - **Concessions:** The rights to all concessions may be granted to the Venue and all revenue received from all such concessions shall be retained by Venue.
    - **Merchandise / Novelties:** Venue agrees to allow OHSAA to sell merchandise / novelties inside and outside the premises and retain all revenues from such sales. Merchandise / novelty sales locations must meet the approval of Venue. Venue waives all vendor fees and royalties related to the sale of souvenir merchandise for the benefit of the OHSAA and its merchandiser(s).

- The OHSAA and its invitees agree to use the property for legal purposes only. Other use, such as but notlimited to, drug use, abuse of any person, etc. are prohibited.

Intellectual Property

- Venue licenses its logos, name, image, and likeness to the OHSAA for purposes of promoting the Event.

Maintenance and Repairs

- The OHSAA and its invitees agree to maintain the Premises in a good, clean, and ready to rent condition,and use the Premises only in a careful and lawful manner. The OHSAA and its invitees agree to leave thepremises in a ready to rent condition at the expiration of the Rental Period, defined as being immediately habitable by other guests. The OHSAA agrees to pay for maintenance and repairs should the Premises be left in a lesser condition upon presentation of documentation supporting damages.

Mutual Release, Waiver and Discharge of Claims

- The OHSAA and the Venue hereby mutually agree to release, waive, discharge and covenant not to sue the other party, its directors, officers, employees, and agents (hereinafter referred to as "releases") from all liability to the OHSAA or the Venue, its employees, agents, personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property resulting in death of the OHSAA or the Venue, its employees, agents, personal representatives, assigns, heirs and next of kin, whether caused by the negligence of the releases or otherwise while the OHSAA or the Venue or its employees, clients, agents, or representatives are in, upon, or about the premises including use of any facilities or equipment therein.

Force Majeure

- This agreement and performance thereof by the parties is in all respects be subject to delay or inabilityto perform all or any portion thereof by reasons of strikes, lockouts, market shortages of labor or materials, acts of God, war, public health crises, terrorism, accidents arising out of

circumstances and conditions not directly due to negligence of the parties, or which may affect the parties' suppliers, or subcontractors; and without limitation by reason of any of the foregoing, by reason of any cause, condition or circumstances beyond the control of the parties, including but not limited to the intervention of any rules, law or regulation of any government, or any bureau or department, or any sovereign act, and the term of this agreement or any obligation of the parties hereunder will be extended by the period of such delay or terminated with a full refund of all fees paid.

Governing Law

- This agreement shall be governed in accordance with Ohio law. Each party consents to the exclusive jurisdiction and venue of the courts located in Franklin County, Ohio, in connection with any dispute arising hereunder, and further submits to the personal jurisdiction of those courts.

Waiver, Modification, Etc.

- No waiver, modification, or cancellation of any term or condition of this Agreement will be effectiveunless signed in writing by the party charged therewith.

Please complete and return this page to ___Dr. Kimberlee Kiehl_____ by ___DAY OF GAME_____.

Venue name and address: Art Wright Stadium – 280 Grandview Avenue, Wadsworth, OH 44281

Financial Terms

Flat Fee

- The Flat Fee for the use of the facility will be as follows: $600
  - Note: Fee includes rental and staffing

Additional Expense

- Custodial services _____
- Special equipment (i.e. timing systems, port-a-johns) _____
  List each item and amount _____
  _____
  _____
- Required security costs $120.00
  - Note: An invoice from the security provider must be provided to support payment.

Signatures

Ohio High School Athletic Association	**Wadsworth Cith Schools**
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

EA GROUP

Environmental Analysis
and Management

AGREEMENT

May 4, 2023 (Revised May 15, 2023)

Dr. Andrew Hill
Wadsworth City School District
524 Broad Street
Wadsworth, Ohio 44281

VIA EMAIL: ahill@wadsworthschools.org

RE: Assessment of Materials and Conditions
Central Intermediate School
151 Main Street, Wadsworth, Ohio

Dear Dr. Hill:

The following describes our understanding of the scope of services to be performed by EA Group ("EAG" or "Consultant") for **Wadsworth City School District** ("Client"), at the above referenced location (the "Job Site").

BACKGROUND/SCOPE OF SERVICES

A roof leak caused ceiling plaster to delaminate from a hallway on the third floor of the referenced school, resulting in plaster and ceiling tiles to collapse onto the floor. EA Group will assist in evaluating these materials for asbestos content and provide air sampling as needed.

Materials will be sampled and analyzed on a RUSH basis.

Following clean up we will conduct post clean up air sampling.

REPORT

Reports are generally completed seven to ten days after all field and laboratory work is completed. The Project Summary Report will provide:

1. A summary of the work performed, methods and procedures used.
2. Conclusions and recommendations.
3. Copies of supporting documentation.
4. Drawings: [describe]

EA GROUP
Environmental Analysis and Management

May 4, 2023 (Rev 5/15/23)
Dr. Andrew Hill
Wadsworth City School District
RE: Assessment of Materials and Conditions
Central Intermediate School
151 Main Street, Wadsworth, Ohio

FEES

Asbestos Specialist::	7.25 hours @ $85.00	$616.25
Bulk asbestos analysis:	5 samples @ $45.00 (RUSH)	225.00
Asbestos air sample analysis:	5 samples @ $20.00	100.00
Equipment Charges:		300.00
Data Review and Report Development:	3 hours @ $65.00	195.00
Technical Director Review:	2 hours @ $135.00	270.00

PROJECT TOTAL: $1,701.25

Our services will be as described above unless specific changes, additions or deletions to the scope of work are submitted in writing to this office. If there is any misunderstanding, or if you have any questions, please contact the undersigned.

Thank you for the opportunity to provide this service.

Sincerely,

EA GROUP

[redacted]

Patrick G. Herbert
President

May 4, 2023 (Rev 5/15/23)
Dr. Andrew Hill
Wadsworth City School District
RE: Assessment of Materials and Conditions
Central Intermediate School
151 Main Street, Wadsworth, Ohio

ACCEPTANCE

In order to initiate this work, we must receive a signed copy of this Agreement, and pre-payment in the amount of $0.00 as a retainer fee. The remainder of the fee will be due and payable upon release of the final report.

The attached General Terms and Conditions (Revision 06) are considered an integral part of this agreement and are incorporated in their entirety.

_____
For: **Wadsworth City School District** (CLIENT)

_____ _____
Type or print signature name date Purchase Order Number

BILLING INSTRUCTIONS:

_____ Hard Copy Invoice

To:_____

_____ E-mail Invoice

To:_____

_____ Other:_____

GENERAL TERMS AND CONDITIONS
(Revision 06)

Standard of Performance/Warranty. The Consultant agrees to perform its services, as defined in the Scope of Work (the "Services"), in accordance with the standards for such professional services which prevail in the industry during the term of this Agreement. No other warranty of representation of the Consultant, express or implied, including but not limited to warranties of fitness for a particular purpose or merchantability, is included in this Agreement or is intended in any proposal, contract, report or other communication between the Consultant and the Client. The Consultant accepts no legal responsibility for the purpose for which the Client uses test results, unless otherwise stated by the Consultant in writing, and then only for such stated purpose.

Job Site Information and Documents. The Client will furnish to the Consultant all documents and information known to the Client which relate to the identity, location, quantity, nature of characteristics of any hazardous or toxic substances or waste, or pollutant or contaminant, which is now or has been at any time in the past at, on or under the Job Site. In addition, the Client will furnish or cause to be furnished such other reports, data, studies, plans, specifications, documents and other information on surface or subsurface conditions at the Job Site in the possession of the Client which may be necessary or useful to the Consultant in the conduct of the Services. The Consultant is entitled to rely upon documents and information provided by the Client in conducting the Services, and the Consultant assumes no responsibility or liability for the accuracy or completeness of such documents or information, or for any effect upon the Services which is in any way caused by or related to the inaccuracy or incomplete nature of any such documents or information. The Consultant has no duty to make any independent inquiry regarding any information about the Job Site unless the parties specifically express such a duty in writing.

Indemnification. (a) To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Client and its officers, directors, successors, subsidiaries, employees, agents and subcontractors, or otherwise related entities and individuals, if any, from and against all liability, claims, threatened claims, suits, threatened suits, damages, losses and expenses, whether direct, indirect, incidental or consequential, including but not limited to attorneys' fees and court and arbitration costs arising out of or resulting from the Consultant's sole negligence, recklessness or intentional misconduct in connection with the performance by the Consultant of the Services.

Limited Liability and Remedy. Client agrees that Consultant shall not be liable to Client, or to anyone who may claim any right due to his relationship with Client, for any act(s) or omission(s) in the performance of the Services, regardless of whether such claim is based on alleged breach of contract, willful misconduct, negligent act or omission, whether personal or professional, except as follows:

(a) Consultant shall not be liable to Client in any way for its Services that are performed in accordance with the Standard of Performance/Warranty provision above. Consultant shall not be liable for failure to discover any condition that, pursuant to the Standard of Performance/Warranty provision, could not reasonably have been discovered as a result of the Scope of Work.

(b) Client and Consultant agree that neither shall be entitled to recover from the other for any indirect, special or consequential damages, injuries, or losses including lost profits or lost opportunities, sustained as a result of their actions or inactions under the Scope of Work. (c) To the extent Consultant fails to exercise reasonable care and skill in accordance and consistent with customary industry standards and such negligence causes harm to Client, Consultant's liability to Client for damage, injury or loss resulting from, arising out of or relating to such harm shall be limited to the amount paid to Consultant.

Arbitration Provision. Consultant and Client agree that any dispute related to this contract or any of Consultant's services is subject to mandatory arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Client and Consultant agree that the venue for the arbitration is Cleveland, Ohio.

Independent Contractor. The Consultant is an independent contractor retained to perform the Services, and is not an employee, partner or joint venturer of the Client. The Consultant is not authorized to sign or create any obligations or responsibility, express or implied, on behalf of or in the name of the Client in any manner whatsoever, without the express prior written consent of the Client.

Access to Job Site. Client grants to Consultant the right, exercisable from time to time, of entry to the Job Site by Consultant, its agents, employees, contractors, and subcontractors, if any, for the purpose of performing the Services as described in the proposal and for matters incidental thereto. Should Client not own the site, Client represents and warrants that it has authority and permission of the Job Site owner to grant Consultant this right of entry.

Job Site Activities. The Consultant is responsible only for its activities and those of its employees on the Job Site. The Consultant will not control and has no duty to control the operations of others on the Job Site. The Consultant has no responsibility for general Job Site safety. In addition, it is understood and agreed that the Consultant is not, and has no responsibility as, a handler, generator, operator, owner, treater, storer, transporter or disposer of hazardous or toxic substances or waste, or pollutants or contaminants, found at the Job Site.

Personal Services/Assignment. This Agreement is a personal services contract, and it is expressly agreed that the rights and interests of the Client and the Consultant may not be sold, transferred, assigned, pledged or hypothecated. This Agreement shall inure to the benefit of and be binding upon the parties hereto only. The parties do not intend that this Agreement should benefit any third party, and it is expressly agreed that the Consultant shall not be liable to any third party for any matter whatsoever arising out of or related to the Consultant's performance of any duty to the Client hereunder.

Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, oral or written, express or implied (including, without limitation, any bid, proposal or information contained in promotional literature), between the parties with respect to the subject matter hereof. Paragraph captions, table of contents, index, titles, headings, and running headlines contained in this Agreement or any general terms or conditions, do not affect, limit or cast light on the interpretation of the provisions to which they refer.

Amendment and Waiver. This Agreement shall not be amended or modified in any respect except by a written instrument signed by the parties hereto. No waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Ohio.

Invalid or Unenforceable Provisions. If any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable in any respect by a court of competent jurisdiction, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if the invalid and unenforceable provisions were omitted.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original.

Payment Terms. Invoices are due and payable within 30 days from the date the Invoice is sent. A $30.00 minimum charge may be applied to very small orders. The Consultant reserves the right to assess a late charge of the lesser of 1.5% per month or the maximum rate allowed by law on unpaid balances.

DocuSign Envelope ID: EB1495B7-9C50-41CD-9EDE-F1D2AED78464

Medina County
board of developmental disabilities

May 17, 2023

Dr. Andrew Hill
Wadsworth City Schools
524 Broad St.
Wadsworth, OH 44281

RE: 2023-2024 LEA Contract

Dear Dr. Hill,

Attached is the LEA Agreement between the Medina County Board of Developmental Disabilities and Wadsworth City Schools. This Agreement will be effective August 24, 2023 through May 30, 2024.

Please follow the instructions to sign the contract via DocuSign. Once signed by all parties, all will receive a fully executed copy.

Please note that tuition cost has increased to 80% for this contract period per the five-year phase in plan.

Feel free to contact me at 330-725-7751 ext. 226 or at shannonl@mcbdd.org should you have any questions or concerns.

Respectfully,

Shannon Lees

Shannon Lees
Executive Administrator

cc: Doug Beeman, Treasurer

DocuSign Envelope ID: EB1495B7-9C50-41CD-9EDE-F1D2AED78484

Medina County Board of Developmental Disabilities

and

WADSWORTH CITY SCHOOLS

THIS AGREEMENT is entered into by and between the MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, with its principal office at 4691 Windfall Road, Medina, Ohio 44256, hereinafter referred to as "**BOARD**", and WADSWORTH CITY SCHOOLS, with its principal office located at 524 Broad Street, Wadsworth, OH 44281, hereinafter referred to as "**LEA**".

SECTION 1: SERVICE TERM

1.1 This Agreement shall be effective from August 24, 2023 through May 30, 2024 for the 2023/2024 school year.

SECTION 2: PURPOSE

This Agreement is entered into between the **LEA** and the **BOARD** in recognition of both Parties' desire to provide special education and related services for eligible children with disabilities and to establish protocols to comply with the statutory obligation to consult prior to the placement of a child in a program operated by the **BOARD** as set forth in Ohio Revised Code § 3323.04. Per ORC 3323.142 the **BOARD** is permitted to negotiate and contract with the **LEA**, at or after the time of placement, for payments by the **LEA** to the **BOARD**.

SECTION 3: DEFINITIONS

For purposes of this Agreement, the following definitions shall apply:

3.1 "Resident Student" means a student age 3 through 21, who is enrolled in the **LEA** pursuant to state and Federal law and to whom the **LEA** bears the obligation to provide a free appropriate public education, as set in the "Operating Standards for Ohio's Schools Serving Children with Disabilities" (3151-02).

3.2 "Eligible Student" means a Resident Student who is eligible for special education and related services pursuant to the Individuals with Disabilities Education.

DocuSign Envelope ID: EB1495B7-9C50-41CD-9EDE-F1D2AED78484

3.3 "Operating Standards" means the most current publication of the "Operating Standards for Ohio's Schools Serving Children with Disabilities" as adopted by the Ohio State Board of Education.

SECTION 4: LEA PROTOCOL OBLIGATIONS

4.1 The **LEA** shall evaluate and determine the eligibility of a Resident Student for special education and related services in accordance with federal and state law. The **LEA** shall work in cooperation with the **BOARD** to determine eligibility of a 2 year old child for Part B services who is currently receiving **BOARD** early intervention services. The **LEA**, in cooperation with the **BOARD**, shall also conduct all re-evaluations to determine an Eligible Student's continued eligibility for special education and related services in accordance with the time-frames within the Operating Standards established by the Individuals with Disabilities Education Act (IDEA). The **LEA** shall notify the **BOARD** of any Eligible students who have been placed in a **BOARD** program who are due to be re-evaluated by the **LEA** for eligibility for special education services through the use of a multifactor evaluation (MFE) during the upcoming school year.

4.2 The **LEA**, through the Individualized Education Plan (IEP) process identified in the Operating Standards, shall have the option to request placement of identified and eligible Resident Students into **BOARD** programs if it is determined to be appropriate relative to the eligible Resident Student's needs, goals and objectives as specified on the Resident Student's IEP, and to the extent the **BOARD** has resources available.

4.3 In the event the Evaluation Team Report (ETR) identifies a Resident Student who may be eligible for services through the **BOARD**, the Director of Special Education for the **LEA** shall send the **BOARD** any and all information as may be necessary for the **BOARD** to determine whether; (1) the Resident Student is eligible for **BOARD** services in accordance with the requirements for eligibility established by state law; and (2) if the Resident Student is eligible for **BOARD** services, whether the **BOARD** program can meet the needs, goals and objectives identified on the Resident Student's IEP.

4.4 The **LEA** shall obtain signed consent from the Resident Student's parent or guardian

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prior to the release of any education records to the **BOARD** or prior to any evaluations or assessments conducted by the **BOARD** or on **BOARD** premises.

4.5 If the **BOARD** is an option for placement, then a representative from the **BOARD** must be a part of that IEP team decision. If the Resident Student is eligible for **BOARD** services as determined by the **BOARD,** and if the IEP Team recommends that the **BOARD** program is the most appropriate placement to meet the needs, goals and objectives identified on the IEP of an eligible Resident Student, then the Director of Special Education for the **LEA** may initiate the process to enroll the Resident Student in the **BOARD** program and to transfer all appropriate school records including the IEP.

4.6 The **LEA** shall be responsible for all meetings convened for Resident Students who may be placed at a facility operated by the **BOARD**, and for Eligible Students receiving **BOARD** services, for the purposes of developing, reviewing and revising the IEP. In the event the **BOARD** provides notice to the **LEA** that an Eligible Student's IEP is not providing educational benefit or that changed circumstances require a review of an Eligible Student's IEP, the **LEA**, in conjunction with the **BOARD**, shall be responsible for convening an IEP team meeting within a reasonable period of time thereafter to discuss the need for possible change in the Eligible Student's IEP.

As necessary, the **LEA** shall appoint and take reasonable steps to secure the attendance of a parent/surrogate for all meetings described in Section 4.6 for eligible Resident Students placed in foster care or in guardianship transitions.

SECTION 5: BOARD PROTOCOL OBLIGATIONS

5.1 The **BOARD** shall determine whether a Resident Student meets the educational requirements for services in programs operated by the **BOARD**. Such determination shall be completed no later than forty-five (45) days after submission of relevant materials by the **LEA**, or at such other time as the Parties may agree, in compliance with state and Federal law.

5.2 The **BOARD** shall provide reasonable notice to the **LEA** in advance of any IEP meeting that a representative of the **BOARD** shall attend and participate as a member of the IEP team with all rights and responsibilities of an IEP team member.

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5.3 The **BOARD** shall request the **LEA** convene an IEP meeting for an Eligible Student should the **BOARD** determine that an Eligible Student's IEP is not providing educational benefit or that changed circumstances require a review of an Eligible Student's IEP.

5.4 If the **BOARD** objects to an IEP team's decision to request placement for an eligible Resident Student in a **BOARD** program, the placement dispute shall be resolved in accordance with procedures established pursuant to Ohio Revised Code § 3323.04.

5.5 The **BOARD** shall continue all educational placements in its programs during a period of "stay-put" in the event the parents or guardians of an Eligible Student seek due process as identified in the current Operating Standards.

SECTION 6: BOARD OBLIGATIONS FOR THE DELIVERY OF SERVICES

6.1 If resources are available, the **BOARD** shall provide special education and related services within its standard array of services to Eligible Students placed in its programs in accordance with the Eligible Student's IEP. The standard array of services includes classroom instruction (excluding additional paraprofessional staff; see Section 7.4), and nursing services. The **BOARD** shall provide behavior support services to assure student health and safety and to address behaviors that interfere with learning. The **BOARD** shall have physical therapy/physical therapy assistant services, occupational therapy/occupational therapy assistant services, and speech therapy services available to meet the IEP needs of the students. The BOARD will invoice the LEA a per diem direct service tuition cost, based on the scheduled days of attendance; See section 8.2. Should the **BOARD** be unable to fulfill this obligation, the **BOARD** shall immediately notify the Director of Special Education for the **LEA**.

6.2 The **BOARD** shall provide facilities and services for the placement of accepted Eligible Students at sites determined and operated by the **BOARD**. The **BOARD** shall provide sufficient classroom space and supplies to meet individual student's needs as well as applicable state and Federal requirements.

6.3 The **BOARD** shall ensure that all programs operated by the **BOARD** which serve Eligible Students are operated in accordance with the requirements of the Operating Standards and support Operating Standards including compliance with requirements for

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confidentiality and delivery of services.

6.4 The **BOARD** shall ensure that all staff members employed by the **BOARD** who work with Eligible Students have been trained and appropriately credentialed according to state law, including complying with state requirements for criminal background checks.

6.5 The **BOARD** shall ensure its programs are operated and administered in accordance with the Operating Standards. In the event the **BOARD** programs do not meet the requirements as set forth in the Operating Standards, the **BOARD** shall immediately notify the **LEA**.

6.6 **BOARD** shall maintain a record system for recording services, charges, dates, and all other commonly accepted information for services provided to students under this contract. **BOARD** shall allow the **LEA** access to these records at any time with 48 hours advance notice. The records request should be made to the BOARD's Executive Administrator. At a minimum, **BOARD** shall maintain all information, data, reports, and documentation as may be required by the **LEA**, Medicaid, ODODD, ODE and any other applicable regulations and accreditation. Requirements, both state and federal, in compliance with standards, for each and every unit of service provided to students and submitted to the **LEA** for payment.

SECTION 7: LEA OBLIGATIONS FOR THE DELIVERY OF SERVICES

7.1 The **LEA** shall be responsible for any professional therapy services or assessments needed to meet the goals of an Eligible Student's IEP that are not included in the **BOARD**'S standard array of services described in Section 6.1, or if **BOARD** resources are not available.

7.2 If the IEP team determines an Eligible Student needs additional paraprofessional support staff in addition to Board provided staff, to meet educational needs and assure health and safety, the **LEA** shall be responsible for the hiring or contracting of the paraprofessional staff, per the student's IEP.

7.3 The **LEA** shall be responsible for the transportation of Eligible Students.

SECTION 8: FISCAL SUPPORT

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8.1 The **LEA** shall not be charged for special education or related services provided by the **BOARD** that are included in their standard array of services unless the **LEA** agrees to such charges in advance of their accrual. The **BOARD** shall not incur expenses for extraordinary costs for special education or related services.

8.2 Starting with the 2020-2021 School year, the **BOARD** implemented a 5-year, phased-in, direct service cost, tuition-based fee schedule, calculated using the most recent submitted DODD Annual Income and Expenditure Report (Cost Report) minus any revenue offsets that the **BOARD** receives from federal or state funding. For the 2023-2024 school year the 80% per diem cost for tuition shall be:

a. Pre-School
   - $136.06 per student, per scheduled day of attendance ($23,402/school year)

b. School Age
   - $89.43 per student, per scheduled day of attendance ($15,561/school year)

This is 80% of the total calculated direct service cost for the fourth year of the phased-in schedule. Each school year, during the five-year phase-in, the amount will increase by 20% until 100% of direct service cost tuition is being billed to the LEA (school year 2024-2025). For the 2023-2024 school year, the direct service cost is based on the 2021 submitted Annual Income and Expenditure Report (Cost Report).

8.3 Per the request of the LEA, the **BOARD** will provide any documentation required that would allow the **LEA** to request reimbursement for these services through alternative funding resources.

8.4 If the **LEA** receives reimbursement from any source for any **BOARD** service provided to an Eligible Student during the term of this Agreement and if the **LEA** is not otherwise obligated to pay the **BOARD** for such services, the **LEA** shall remit such reimbursement to the **BOARD** within thirty (30) days of its receipt of such reimbursement.

8.5 The Parties shall collaborate with each other and other government entities to maximize sources of revenue.

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SECTION 9: PAYMENT TERMS

9.1 The **BOARD** shall submit monthly invoices to the **LEA** Treasurer, who will review, approve, and process for payment. The **BOARD** shall supply the **LEA** with any additional information reasonably requested by the **LEA** to verify the **BOARD** rendered such services. The **LEA** shall pay the **BOARD** within thirty (30) days of receipt of invoice.

SECTION 10: TERMINATION, MODIFICATION AND AMENDMENT

10.1 Termination by Agreement - In the event the **BOARD** and the **LEA** mutually agree in writing to terminate this Agreement, this Agreement shall be terminated on the terms and on the date stipulated therein and in compliance with any applicable requirements.

10.2 Termination for good cause – Both Parties agree to attempt to settle disputes over obligations set forth in this Agreement as reasonably and promptly as possible; however, either Party may terminate this Agreement for cause provided that either Party provide written notice to the other Party of the perceived defaults and give that Party thirty (30) days within which to cure such defaults. In the event that the defaults are not cured within the thirty (30) day period, notice in writing shall be given to the defaulting Party and this Agreement shall terminate ten (10) days from the date of such notice.

10.3 The **BOARD** shall notify the **LEA** by February 1, 2024 if it is decided that it is necessary to terminate its school program in the following school year.

10.4 This Agreement may be amended or modified by agreement of the Parties in writing and attached hereto.

SECTION 11: DISPUTE RESOLUTION

11.1 Both Parties agree to attempt to resolve any differences related to the implementation of this Agreement amicably between the **BOARD'S** Director of Children's Services and the **LEA**'s Director of Special Education. If any dispute arises that cannot be resolved satisfactorily between the Directors, then the dispute shall be taken to the respective Superintendents. If the dispute cannot be resolved satisfactorily between the Superintendents, then the dispute shall be taken to the respective Boards.

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SECTION 12: GENERAL PROVISIONS

12.1 Neither Party shall use the name of the other in any promotional or advertising material unless approval of the intended use is obtained from the party whose name is to be used.

12.2 If any terms and conditions of this contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this contract are declared severable.

12.3 Section headings of this contract are for reference purposes only and shall not be construed as part of this contract.

12.4 This contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

SECTION 13: NOTICE

All communication to the **BOARD** by the **LEA** related to the service needs of a Resident Student shall be made to that individual's **BOARD** IEP team member by mail, fax, courier, or e-mail. Any other notices, demands, or other documents required or permitted to be delivered, shall be in writing and may be delivered personally or shall be considered to be delivered when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties at their respective address indicated below.

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If to **BOARD**:

Celeste Bajorek
Director of Children's Services
Medina County Board of Developmental Disabilities
4691 Windfall Road
Medina, Ohio 44256

If to **LEA**:

Joyce Walker
Director of Student Services
Wadsworth City Schools
524 Broad Street
Wadsworth, OH 44281

The LEA representative(s), who are qualified to provide or supervise the provision of special education and attend all Transition, MFE and/or IEP meetings are:

Name: _____ Position: _____

Name: _____ Position: _____

Name: _____ Position: _____

IN WITNESS WHEREOF, the parties are duly authorized to cause this contract to be executed on the dates indicated below.

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

BY Stacey Maleckar

NAME DocuSigned by: [redacted] 2F5D788AD67349F...

TITLE Superintendent

DATE 5/17/2023

WITNESS DocuSigned by: [redacted] 9B2C95933A4E4DC...

WADSWORTH CITY SCHOOLS

BY Dr. Andrew Hill

NAME _____

TITLE Superintendent

DATE _____

WITNESS _____

Approved as to form:

S. FORREST THOMPSON
Medina County Prosecutor

/s [redacted]

BY: Heidi R. Carroll

Wadsworth
City Schools
Charles R. Parsons Administration Building
524 Broad Street, Wadsworth, Ohio 44281 Phone: 330-336-3571, Fax: 330-335-1313

May 3, 2023

The following changes reflect amendments to the Flat Terms of Service - End User, Privacy Policy and Terms of Service - Business for the Wadsworth City School District. Where there are conflicts between the original said documents and the amendments listed below, the amendments will control.

Flat - Terms of Service - Education User

- No updates or changes to the Terms of Service can be made during a contract year without prior approval by the Wadsworth City School District Board of Education.
- The governing law and venue for disputes will be the state of Ohio and Medina County, Ohio.

Flat - Privacy Policy

- No updates or changes to the Privacy Policy can be made during a contract year without prior approval by the Wadsworth City School District Board of Education.

Flat - Terms of Service - Business

- The indemnification provision referenced on in 4.12 of the original said document is removed, as the Wadsworth City School District Board of Education is not permitted to enter into open-ended expenses per Ohio Revised Code 5705.41 and Ohio Attorney General Opinions 99-049 and 2005-007.
- The reference to "the timing, content, cost and method of" in 12.7 of the original said document is removed, per the reasoning explained in the indemnification provision above.
- Fees cannot be changed during a contract year without prior approval by the Wadsworth City School District Board of Education.
- The reference to "death or personal injury" in 18.2 of the original said document is removed.
- No updates or changes to the Terms of Service can be made during a contract year without prior approval by the Wadsworth City School District Board of Education.

- The governing law and venue for disputes will be the state of Ohio and Medina County, Ohio.

[redacted]

For Flat

05/11/2023

Date

For the Wadsworth City School District Board of Education

Date

Flat - Terms of Service - Education user

These Terms of Service apply to every users using Flat for Education. To view all our policies, check out the index. This is the current version of these terms, dated 5 January 2016.

1. Welcome to Flat

1.1. Flat operates a platform which allows you create, edit, share and collaborate on music scores using our website located at www.flat.io and the Flat application (available for download on your mobile device) (the "Service").

1.2. The Service is operated by Tutteo Limited ("we", "our, or "us").

2. Your relationship with us

2.1. This document and any documents referred to within it (collectively, the "Terms of Service") set out the terms of your relationship with us. It is important that you read and understand the Terms of Service before using the Service. If there is anything within them that you do not understand, then please contact us at support@flat.io to discuss what this means for you.

2.2. By setting up an account with us or using and accessing the Service you agree to these Terms of Service. If you do not agree to these Terms of Service, please do not browse or otherwise access or use the Service.

3. Information about us

3.1. Tutteo Limited is incorporated and registered in England and Wales under company number 09734095. Our registered office is at 9th Floor, 107 Cheapside, London, EC2V 6DN, United Kingdom.

4. Information about you

4.1. Your privacy is important to us. You should read our Privacy Policy to understand how we collect, use and share information about you.

5. Setting up an account

5.1. To access our Service, you must register with us and set up an account with an ID and password (your "Account"). We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account.

5.2. You can use our Service if you are 13 years or older and capable in your country of residence of entering into a legal binding agreement to use our Service, or if you are using the Service through your school or other educational organisation you are linked to, which has entered into an agreement to use Flat to provide services to you.

5.3. You may connect to our Service with a third-party service and you give us permission to access and use your information from that service as permitted by that service and as set out in our Privacy Policy. If you do connect to Flat through a third-party service, your use of the third-party service is subject to the terms of that service.

5.4. You are responsible for maintaining the confidentiality of your login details and any activities that occur under your Account. If you have any concerns that your Account may have been misused, you should contact us at support@flat.io straight away to let us know.

6. Your right to use the Service

6.1. The materials and content comprising the Service (excluding User Content) belongs to us and we give you permission to use these materials and content for the sole purpose of using the Service in accordance with these Terms of Service.

6.2. Your school or other educational organisation or person that you are linked with (your "School") has purchased a licence for you to use the Service. Your right to use the Service is personal to you and you are not allowed to give this right to another person or to sell, gift or transfer your Account to another person. Your right to use the Service does not stop us from giving other people the right to use the Service.

6.3. Other than as allowed in these Terms of Service you are not given a right to use the "Flat" name, or any of the "Flat" trademarks, logos, domain names and other distinctive brand features.

6.4. As part of our Service, we allow you to download our application (including any updates) from our site or via an app store (our "Application") for use on your mobile device for the sole purpose of accessing and using our Service in accordance with these Terms of Service and we grant you a non-exclusive, personal, non-transferable licence for this sole purpose.

6.5. Unless allowed by these Terms of Service and as permitted by the functionality of the Service, you agree:

- **(a)** not to copy our Application or any portion of the Service;
- **(b)** not to give or sell or otherwise make available our Application or any portion of the Service to anybody else;
- **(c)** not to change our Application or any portion of the Service in any way;

- **(d)** not to look for or access the code of our Application or any portion of the Service that we have not expressly published publicly for general use.

6.6. You agree that all confidential information, copyright and other intellectual property rights in our Application or any portion of the Service belong to us or the people who have licenced us to use those rights.

6.7. You agree that you have no rights in or to our Application or any portion of the Service other than the right to use them in accordance with these Terms of Service.

7. Flat Service

7.1. Flat is a platform which allows you to create, share and collaborate on music scores as permitted by the functionality of the Service and your Account.

7.2. We may from time to time provide social features on Flat such as social networking services where users can create online personal profiles and interact with other users.

7.3. Any use of the Flat social features should comply with our Rules of Acceptable Use below.

7.4. We do not oversee, monitor or moderate any social features we provide although we may remove content in contravention of these Terms of Service as set out below. If we do decide to moderate a social feature, we will make this clear before you use the feature and normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

8. Your content

8.1. You confirm that music, sounds, text or information that you make available or create ("User Content") whilst using the Service will meet the Rules of Acceptable Use.

8.2. We do not claim ownership in your User Content. Instead, you grant us a worldwide, non- exclusive, royalty-free and perpetual licence to use, copy, reproduce, distribute, adapt, re- format, modify, publish, translate, licence, sub-licence, and exploit the User Content anywhere and in any form for the purposes of providing our Service (including allowing our users to view your User Content).

8.3. Our right to use your User Content does not in any way affect your privacy rights and we will only use information that identifies you as set out in our Privacy Policy.

8.4. We do not check or moderate any User Content before it is added to the Service by users. We may later check, moderate, reject, refuse or delete any User Content if anybody objects to it, or we think that it

breaks any of the Rules of Acceptable Use.

9. Rules of Acceptable Use

9.1. In addition to the other requirements within these Terms of Service, this section describes specific rules that apply to your use of the Service (the "Rules of Acceptable Use").

9.2. When using the Service you must not:

- **(a)** circumvent, disable or otherwise interfere with the integrity of or any security related features of the Service or features that prevent or restrict use or copying of the content accessible via the Service;
- **(b)** create more than one account on the Service (however, you may connect all your social networks or other services accounts, that we support, to your account on the Service);
- **(c)** give any false or misleading information in your account details;
- **(d)** permit another person to use the Service under your name or on your behalf unless you are a business and such person is authorised by you;
- **(e)** impersonate any person, or misrepresent your identity or affiliation with any person or give the impression they are linked to Flat, if this is not the case;
- **(f)** use the Service if we have suspended or banned you from using it;
- **(g)** send junk, spam or repetitive messages;
- **(h)** advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;
- **(i)** modify, interfere, intercept, disrupt or hack the Service;
- **(j)** misuse the Service by knowingly introducing, accessing or transmitting viruses, Trojans, worms, logic bombs or other material which would harm the Service or any user of the Service's own equipment;
- **(k)** collect any data from the Service other than in accordance with these Terms of Service;
- **(l)** submit or contribute any content that contains nudity or violence or is abusive, harmful, threatening, obscene, misleading, untrue or offensive;
- **(m)** submit or contribute any User Content that you do not own or have the right to use or otherwise infringe the copyright, trademark or other rights of third parties; or
- **(n)** use any User Content in violation of any licensing terms specified by the owner;
- **(o)** submit or contribute any information or commentary about another person without that person's permission;
- **(p)** threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person; or

- **(q)** use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Service in a manner that send more request messages to the Service than a human can reasonably produce in the same period of time.

9.3. Failure to comply with Rules of Acceptable Use constitutes a serious breach of these Terms of Service, and may result in our taking all or any of the following actions (with or without notice):

- **(a)** immediate, temporary or permanent withdrawal of your right to use our Service;
- **(b)** immediate, temporary or permanent removal of any User Content;
- **(c)** issuing of a warning to you;
- **(d)** legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- **(e)** disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

9.4. The responses described in clause 9.3 are not limited, and we may take any other action we reasonably deem appropriate.

10. Notice and takedown policy

10.1. Any person may contact us by sending us an "Infringement Notice" if any content available through our Service infringes their rights or fails to comply with our Rules of Acceptable Use. The Infringement Notice should be sent either by post to Tutteo Limited, 9th Floor, 107 Cheapside, London, EC2V 6DN, United Kingdom, or by email to abuse@flat.io. Please provide the information described below in the Infringement Notice:

- **(a)** your name and contact details;
- **(b)** a statement explaining in sufficient detail why you consider that the content available through our Service infringes your rights or fails to comply with our Rules of Acceptable Use; and
- **(c)** a link to or such other means of identifying the problematic content.

10.2. We will take the action that we believe is appropriate depending on the nature of the Infringement Notice and will aim respond to you within a reasonable period of time on the action we propose to take.

11. Ending our relationship

11.1. Your right to use the Service is based on the licence purchased for you by your school or other educational organisation that you are linked to. If the terms of service that your school or other educational organisation that you are linked to has agreed with us terminate for any reason, for example, because your

school or other educational organisation that you are linked to chooses not to purchase a licence for you any longer or because you stop attending the school or other educational organisation that you are linked to, your right to use the Service will end. If this happens, you may be able to sign up to Flat Individual service and keep your User Content. You will be asked to sign up to the Flat Individual terms of service, which are available at flat.io/legal/tos-individual. We will send you an email with instructions on how to do this.

11.2. We may immediately end your use of the Service if you break the Rules of Acceptable Use, any other important rule(s), or terms and conditions we set for accessing and using the Service including these Terms of Service.

11.3. We may also withdraw the Service as long as we give you reasonable notice that we plan to do this so that you have a reasonable period of time to download any of your User Content.

11.4. If at any time you do not feel that you can agree to these Terms of Service ~~or any changes made to the Terms of Service or the Service,~~ you must immediately stop using the Service. 4/4/2023

11.5. If you wish to end your use of the Service, please contact us at support@flat.io and request that we deactivate your account and delete your data and any User Content you have created.

11.6. If you or we end your use of the Service or we withdraw the Service as described in this section, we may delete or modify your User Content, account or any other information we hold about you. You will also lose any rights you have to use the Service or access our content or your User Content. We will not offer you compensation for any losses.

12. Disclaimer: User Content

12.1. Our Service makes available User Content and we do not produce User Content and cannot be responsible for it in anyway.

12.2. Where you follow a link to other sites or resources and make a purchase from that site or resource the purchase is solely between you and the seller. Complaints, questions and claims related to the sale item should be directed to the seller.

12.3. We are not the seller of any item you purchase from third parties, we have no control and do not give any commitment relating to the existence, quality, genuineness of the item, the truth or accuracy of the picture or description of the item or any other content made available by the third party.

13. Our liability/responsibility to you

13.1. We have committed with your School that we will use commercially reasonable endeavours to make the Service available with an uptime rate of 99%, except for:

- **(a)** Planned maintenance for which 24 hours' notice will be given; or
- **(b)** Unscheduled maintenance during normal business hours (UK time) or otherwise, for which Flat will use reasonable endeavours to give you advance notice.

13.2. To the extent permitted by the law, we do not accept any responsibility whatsoever for any claims arising out of the provision of the Service.

13.3. In every case, we will never be responsible for any loss or damage that is not reasonably foreseeable.

14. Resolving disputes

14.1. If you have a dispute with us relating to the Service, in the first instance please contact us at support@flat.io and attempt to resolve the dispute with us informally.

14.2. In the unlikely event that we have not been able to resolve a dispute informally, we will discuss and agree with you the most effective way of resolving our dispute.

15. Changes to the Service

15.1. We are constantly updating and improving the Service to try and find ways to provide you with new and innovative features and services. Improvements and updates are also made to reflect changing technologies, tastes, behaviours and the way people use the Internet and our Service.

15.2. In order to do this, we may need to update, reset, stop offering and/or supporting a particular part of the Service, or feature relating to the Service ("changes to the Service"). These changes to the Service may affect your past activities on the Service, features that you use and your User Content ("Service elements"). Any changes to the Service could involve your Service elements being deleted or reset.

15.3. You agree that a key characteristic of our Service is that changes to the Service will take place over time and this is an important basis on which we grant you access to the Service. Once we have made changes to the Service, your continued use of the Service will show that you have accepted any changes to the Service. You are always free to stop using the Service.

15.4. We will try, where possible and reasonable, to contact you to let you know about any significant changes to the Service.

##16. Changes to the documents

16.1. We may revise these Terms of Service from time to time but the most current version will always be at flat.io/legal/tos-edu.

16.2. Changes will usually occur because of new features being added to the Service, changes in the law or where we need to clarify our position on something.

4/4/2023 MM

16.3. We will try, where possible and reasonable, to contact you to let you know about any significant changes to any of the documents referred to in these Terms of Service. We may contact you through the Service (for example by asking you to accept the changes before you continue to use the Service) or via a separate email.

16.4. Normally, we will try to give you some warning before the new terms become effective. However, sometimes changes will need to be made immediately and if this happens we will not give you any notice.

17. Documents that apply to our relationship with you

This

17.1. ~~The current~~ version of the Terms of Service contains the only terms and conditions that apply to our relationship with you. ~~Older versions of the Terms of Service will no longer apply to our relationship and will be completely replaced by the current version.~~

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17.2. We intend to rely on these Terms of Service as setting out the written terms of our agreement with you for the provision of the Service. If part of the Terms of Service cannot be enforced then the remainder of the Terms of Service will still apply to our relationship.

17.3. If you do not comply with these Terms of Service and we do not take action immediately, this does not mean we have given up any right we have and we may still take action in the future.

18. Law

State of Ohio

18.1. As we are based in England, ~~English~~ law will apply to all disputes and the interpretation of these Terms of Service. The ~~English~~ Ohio courts will have non-exclusive jurisdiction over any dispute arising from or related to your use of the Service.

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19. Contact, feedback and complaints

19.1. If you need to contact us in relation to these Terms of Service or any other document mentioned in them, please email us at support@flat.io.

19.2. We value hearing from our users, and are always interested in learning about ways we can improve the Service. By providing your feedback you agree that you are giving up any rights you have in your feedback so that we may use and allow others to use it without any restriction and without any payment to you.

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Flat - Data Processing Addendum

This Data Processing Addendum applies schools and businesses using Flat for Education. To view all our policies, check out the index. This is the current version of these terms, dated 24 May 2018.

Background

This data processing addendum ("**DPA**") applies as set out in clause 11 of the Agreement.

In the event of any conflict between the Agreement and this DPA, this DPA shall prevail.

1. Definitions

1.1 Unless otherwise set out below, each capitalised term in this DPA shall have the meaning set out in the Agreement and the following words and expressions shall have the following meanings:

- **(a)** "**Customer Personal Data**" means the personal data described here and any other personal data that Flat processes on your behalf in connection with your use of the Service;
- **(b)** "**Data Protection Laws**" means any applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the Processing of Customer Personal Data, including without limitation the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**");
- **(c)** "**European Economic Area**" or "**EEA**" means the Member States of the European Union together with Iceland, Norway, and Liechtenstein;
- **(d)** "**Party**" means each of you and Flat;
- **(e)** "**Security Incident**" means any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any of the Customer Personal Data;
- **(f)** "**Standard Contractual Clauses**" means the Standard Contractual Clauses (processors) approved by the European Commission Decision C(2010)593 or any subsequent version thereof released by the European Commission (which will apply automatically); and
- **(g)** "**Subprocessor**" means any Processor engaged by Flat who agrees to receive from Flat Customer Personal Data.

1.2 The terms "**personal data**", "**Controller**", "**Processor**", "**Data Subject**", "**Process**" and "**Supervisory Authority**" shall have the same meaning as set out in the GDPR.

2. Data processing

2.1 Instructions for Data Processing. Flat will only Process Customer Personal Data in accordance with

- **(a)** the Agreement, to the extent necessary to provide the Service to you, and
- **(b)** the your written instructions, unless Processing is required by European Union or Member State law to which Flat is subject, in which case Flat shall, to the extent permitted by applicable law, inform you of that legal requirement before Processing Customer Personal Data in that way.

2.2 The Agreement (subject to any changes to the Service agreed between the Parties) and this DPA shall be your complete and final instructions to Flat in relation to the processing of Customer Personal Data. Processing outside the scope of this DPA or the Agreement will require prior written agreement between you and Flat on additional instructions for Processing.

2.3 Where applicable by virtue of Article 28(3)(h) of the GDPR, Flat shall immediately notify you in the event that Flat believes your instructions conflict with the requirements of the GDPR or other EU or Member State laws.

2.4 Right to Process. You shall ensure that Flat (and any Subprocessors) are legally permitted to store and Process the Customer Personal Data as contemplated under the Agreement and Statements of Work, including as follows:

- **(a)** the Processing of any Customer Personal Data will be consistent with the information communicated to the relevant Data Subjects or as otherwise necessary in accordance with applicable law; and
- **(b)** where required by applicable Data Protection Laws, you have obtained/will obtain all necessary consents for the Processing of Customer Personal Data by Flat in accordance with the Agreement.

3. Transfer of personal data

3.1 Authorised Subprocessors. You agree that Flat may use the entities listed here as Subprocessors to Process Customer Personal Data.

3.2 You agree that Flat may use subcontractors to fulfil its contractual obligations under the Agreement and Flat shall notify you from time to time of the identity of any amendments to the Subprocessors it engages. If you (acting reasonably) do not approve of a new Subprocessor, then without prejudice to any right to terminate the Agreement, you may request that Flat moves Customer Personal Data to another Subprocessor and Flat shall, within a reasonable time following receipt of such request, use all reasonable endeavours to ensure that the Subprocessor does not Process any of the Customer Personal Data.

3.3 Save as set out in paragraphs 3.1 and 3.2, Flat shall not permit, allow or otherwise facilitate Subprocessors to Process Customer Personal Data without your prior written consent and unless Flat enters into a written agreement with the Subprocessor which imposes the same obligations on the

Subprocessor with regard to their Processing of Customer Personal Data, as are imposed on Flat under this DPA.

3.4 Liability of Subprocessors. Flat shall at all times remain responsible for compliance with its obligations under the DPA and will be liable to you for the acts and omissions of any Subprocessor approved by you in accordance with paragraphs **3.1** and **3.2** as if they were the acts and omissions of Flat.

3.5 Prohibition on Transfers of Personal Data. To the extent that the Processing of Customer Personal Data by Flat involves the export of such Personal Data to a country or territory outside the EEA, Flat shall ensure that:

- **(a)** the recipient, or the country or territory in which it Processes or accesses the Personal Data, ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the Processing of Customer Personal Data as determined by the European Commission; or
- **(b)** the transfer is based on the Standard Contractual Clauses or (where relevant) the U.S. – EU Privacy Shield, or another legally recognised transfer method. If there is any inconsistency between any of the provisions of the Standard Contractual Clauses and the provisions of the Agreement, the provisions of the Standard Contractual Clauses shall prevail.

4. Data security, audits and security notifications

4.1 Flat Security Obligations. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Flat shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including the measures set out here.

4.2 Security Audit. You may, upon reasonable notice, audit (either by itself or using independent third party auditors) Flat's compliance with the security measures set out in this DPA (including the technical and organisational measures as set out in here), including by conducting audits of Flat's data processing facilities. Flat shall assist with, and contribute to any audits conducted in accordance with this paragraph 4.2.

4.3 Upon your reasonable request, Flat shall make available all information reasonably necessary to demonstrate compliance with this DPA.

4.4 Security Incident Notification. If Flat or any Subprocessor becomes aware of a Security Incident, Flat will

- **(a)** notify you of the Security Incident without undue delay,

- **(b)** investigate the Security Incident and provide such reasonable assistance to you (and any law enforcement or regulatory official) as required to investigate the Security Incident, and
- **(c)** take steps to remedy any non-compliance with this DPA.

4.5 Flat Employees and Personnel. Flat shall treat Customer Personal Data as your Confidential Information, and shall ensure that any employees or other personnel have agreed in writing to protect the confidentiality and security of Customer Personal Data.

5. Access requests and data subject rights

5.1 Data Subject Requests. Save as required (or where prohibited) under applicable law, Flat shall notify you of any request received by Flat or any Subprocessor from a Data Subject in respect of their personal data included in Customer Personal Data, and shall not respond to the Data Subject.

5.2 Flat shall provide you with the ability to correct, delete, block, access or copy Customer Personal Data in accordance with the functionality of the Service.

5.3 Government Disclosure. Flat shall notify you of any request for the disclosure of Customer Personal Data by a governmental or regulatory body or law enforcement authority (including any data protection supervisory authority) unless otherwise prohibited by law or a legally binding order of such body or agency.

6. Assistance

6.1 Where applicable, taking into account the nature of the Processing, and to the extent required under applicable Data Protection Laws, Flat shall provide you with any information or assistance you reasonably request for the purpose of complying with any of your obligations under applicable Data Protection Laws, including:

- **(a)** using all reasonable endeavours to assist you by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment your obligation to respond to requests for exercising Data Subject rights laid down in the GDPR; and
- **(b)** providing you with reasonable assistance with any data protection impact assessments and with any prior consultations to any of your Supervisory Authorities, in each case solely in relation to Processing of Customer Personal Data and taking into account the information available to Flat.

7. Duration and termination

7.1 Deletion of data. Subject to 7.2 and 7.3 below, Flat shall, within 90 (ninety) days of the date of termination of the Agreement:

- **(a)** return a complete copy of all Customer Personal Data by secure file transfer in such a format as notified by you to Flat; and
- **(b)** delete and use all reasonable efforts to procure the deletion of all other copies of Customer Personal Data Processed by Flat or any Subprocessors.

7.2 Subject to section 7.3 below, you may in your absolute discretion notify Flat in writing within 30 (thirty) days of the date of termination of the Agreement to require Flat to delete and procure the deletion of all copies of Customer Personal Data Processed by Flat. Flat shall, within 90 (ninety) days of the date of termination of the Agreement:

- **(a)** comply with any such written request; and
- **(b)** use all reasonable endeavours to procure that its Subprocessors delete all of Customer Personal Data Processed by such Subprocessors, and, where this section 7.2 applies, Flat shall not be required to provide a copy of Customer Personal Data to you.

7.3 Flat and its Subprocessors may retain Customer Personal Data to the extent required by applicable laws and only to the extent and for such period as required by applicable laws and always provided that Flat shall ensure the confidentiality of all such Customer Personal Data and shall ensure that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable laws requiring its storage and for no other purpose.

Annex 1: Details of the processing of customer personal data

This page includes certain details of the processing of Customer Personal Data as required by Article 28(3) of the GDPR.

****Subject matter and duration of the Processing of Customer Personal Data****

The Processing of Customer Personal Data in connection with your access to the Service on the terms set out in the Agreement.

****The nature and purpose of the Processing of Customer Personal Data****

The provision of the Service to you.

****The types of Customer Personal Data to be processed****

Any Personal Data uploaded or created on the Service, including name, contact details, profile information, and any Personal Data contained in User Content uploaded or created on the Service.

****The categories of data subject to whom the Customer Personal Data relates****

Users.

****Your obligations and rights****

The obligations and rights of the Customer are as set out in this DPA.

Annex 2: Technical and organisational security measures

1. Flat maintains internal policies and procedures, or procures that its Subprocessors do so, which are designed to:

- **(a)** secure any Personal Data Processed by Flat against accidental or unlawful loss, access or disclosure;
- **(b)** identify reasonably foreseeable and internal risks to security and unauthorised access to the Personal Data Processed by Flat;
- **(c)** minimise security risks, including through risk assessment and regular testing.

2. Flat will, and will use reasonable efforts to procure that its Subprocessors conduct periodic reviews of the security of their network and the adequacy of their information security program as measured against industry security standards and its policies and procedures.

3. Flat will, and will use reasonable efforts to procure that its Subprocessors periodically evaluate the security of their network and associated services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

4. Flat will provide its staff with regular training on data security and privacy issues relevant to staff members' job role.

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Flat - Privacy Policy

This Privacy Policy applies all users. To view all our policies, check out the index. This is the current version of these terms, dated 24 Feb 2020.

1. Flat approach to privacy

1.1 We operate a service which allows you to create, edit, share and collaborate on music scores using our website located at flat.io, the Flat application (available for download on your mobile device), through APIs, and through third parties (the "**Service**").

1.2 We appreciate your interest in our Service. Privacy protection is very important to us and we are committed to protecting you and respecting your privacy. This privacy policy sets out information about how we collect, store, process, transfer, share and use data that identifies or is associated with you when providing our Service (hereinafter "**personal information**").

1.3 You should also be aware that we use cookies to store and access information whilst providing access to our site or our app. You can find out more about our use of cookies below.

1.4 The Service is operated by Tutteo Limited ("**Flat**", "**we**", "**our**" or "**us**") and we act as a data controller in relation to the personal information we hold about you.

2. Personal information we collect about you and how we use it

2.1 We collect personal information about you when you voluntarily submit information directly to us through our Service. This can include information you provide to us when you register with us, edit your profile, share content, purchase services, correspond with us, subscribe to our mailing lists, newsletters or other forms of marketing communications, respond to a survey, enter a promotion or use some other feature of our Service.

2.2 At various places on our site or our app you may be requested to enter certain personal information. Personal information that must be provided in order to use the requested services will be indicated at the time of collection. If you choose not to provide this personal information, we may not be able to provide some or all of the features and functionalities of the Service to you or respond to your other requests. Other personal information that you are not required to provide in order to receive our services may be voluntarily given and you are free to decide not to give such personal information.

2.3 The table sets out the categories of personal information we collect about you and how we use that information. The table also lists the legal basis which we rely on to process the personal information and the recipients of the personal information.

2.4 We also automatically collect personal information indirectly about how you access and use the Service and information about the device you use to access the Service.

2.5 The table sets the categories of personal information we collect about you automatically and how we use that information. The table also lists the legal basis which we rely on to process the personal information and the recipients of the personal information.

2.6 We may link or combine the personal information we collect about you and the information we collect automatically. This allows us to provide you with a personalised experience regardless of how you interact with us.

2.7 We may anonymise and aggregate any of the information we collect (so that it does not directly identify you). We may use anonymised information for purposes that include testing our IT systems, research, data analysis, improving our site and developing new products and features.

3. Information we share with third parties

3.1 We may share your personal information with the following parties (as required in accordance with the uses set out in Annexes 1 and 2):

- **(a) Social networks**: if you are a Flat Individual user you can choose to make your content public and share your content on a social network. If you do, we will share your content with that social network. As part of the Service, other users can share your public content with social networks.
- **(b) Companies in the same group of companies as us**: our subsidiaries (i.e. any organisation we own or control) or our holding company or ultimate holding company (i.e. any organisation that owns or controls us) and any subsidiaries they own. These companies will only use your personal information in the same way as we can under this privacy policy.
- **(c) Service providers and advisors**: third parties who provide a service to us. For example, third party service providers either provide IT infrastructure or help support it, help us to provide you with support in relation to the Service, process payments from you on our behalf, develop analytical information for us about our products and services and provide professional services such as legal and accountancy services. These third parties will only be allowed to use your personal information in accordance with our instructions and will be required to keep your information secure.
- **(d) Purchasers of our business**: personal information may be disclosed or transferred to buyers or perspective buyers of our business or any of our assets as part of any such sale. We will take all reasonable steps to ensure that such recipients will use your personal information in a way that is consistent with this privacy policy.
- **(e) Law enforcement, regulators and other parties for legal reasons**: third parties who we are under a legal obligation to disclose your personal information to or to whom we need to disclose your personal information to protect our rights, property or safety or to protect the rights, property or

safety of others. We may also disclose personal information to third parties to help detect and investigate illegal activities and breaches of any agreement we have with you.

3.2 We do not disclose information about identifiable individuals to anyone else except as set out above. We may provide third parties with aggregate statistical information and analytics about users of our Service but we will make sure no one can be identified from this information before we disclose it.

4. Marketing and advertising

4.1 From time to time we may contact you with information about our products and services. Most marketing messages we send will be by email. If you are using our app we may also send you push notifications. For some marketing messages we may use personal information we collect about you to help us determine the most relevant marketing information to share with you.

4.2 We will only send marketing messages to you if you have given us your consent to do so. We will only send marketing messages to users of our Flat Individual service or to users of our Flat Education service that have a designated "teacher" account. We will ask you if you would like to receive these messages when we first collect your contact details. You can also change your marketing preference at a later date by following the instructions outlined below.

- **Email** – click on the unsubscribe link at the bottom of our marketing emails. If you have an online account with us you might be able to opt-out of marketing emails, features updates and comment notifications through your account settings.

- **App push notifications** – you can change your push notification preferences at any time in the account settings for the app.

4.3 If you receive marketing from us through other channels e.g. post or by phone, and you no longer want to receive such messages, you can tell us to stop marketing to you by post or phone marketing messages by using our contact details at the end of this privacy policy.

4.4 Please note that if you do opt-out of or do not grant consent to receiving marketing related messages from us, we may still send you non-marketing messages, such as communications relating to the provision of our Service.

4.5 You can also let us know at any time that you do not wish to receive marketing anymore by sending an email to us at support@flat.io. You may also be able to unsubscribe from our marketing emails by clicking on the unsubscribe link in the emails we send to you.

5. Storing and transferring your personal information

5.1 Retention period: We will store the personal information we collect about you for no longer than necessary for the purposes set out in Annex 1 and Annex 2 and in accordance with our legal obligations and legitimate business interests.

5.2 Security: we implement appropriate and reasonable technical and organisational measures to protect your personal information against accidental or unlawful destruction, loss, change, or damage. All personal information we collect will be stored on our secure servers.

5.3 Phishing: We will never send you unsolicited emails or contact you by phone requesting your account ID, password, credit or debit card information or national identification numbers.

5.4 International Transfers of your Personal Information: the personal information we collect may be transferred to and stored in countries outside of the jurisdiction you are in where we and our third party service providers have operations. Some of these countries offer differing levels of protection in respect of personal information and may, in certain instances, be less protective than the country you are typically resident in. These international transfers of your personal information will be made pursuant to appropriate safeguards, such as the EU-U.S. Privacy Shield framework or standard data protection clauses adopted by the European Commission. If you wish to enquire further about these safeguards used, please contact us using the details set out at the end of this privacy policy. We will take all reasonable steps to ensure that your personal information is treated securely and in accordance with applicable law and this privacy policy.

6. Our policy towards children

6.1 Our Flat Individual Service is not directed to persons under 13 and we do not knowingly collect personal information from children under 13. If you become aware that your child has provided us with personal information, without your consent, then please contact us using the details below so that we can take steps to remove such information and terminate any account your child has created with us.

6.2 Our Flat Education Service may be used by children under 13, but only with the prior consent of their parent or school, as permitted by the Children's Online Privacy Protection Act (COPPA). If Flat collects information from children under 13 through the Flat Education Service, Flat will collect, use, share and store such data only for the purposes of providing services to the student contemplated in our agreement with the school.

7. Your rights in respect of your personal information

7.1 If you are resident in the European Economic Area, in accordance with applicable privacy law, you have the following rights in respect of your personal information that we hold:

- **(a) Right of access**. You have the right to obtain:

- **(i)** confirmation of whether, and where, we are processing your personal information;
- **(ii)** information about the categories of personal information we are processing, the purposes for which we process your personal information and information as to how we determine applicable retention periods;
- **(iii)** information about the categories of recipients with whom we may share your personal information; and
- **(iv)** a copy of the personal information we hold about you.
- **(b) Right of portability**. You have the right, in certain circumstances, to receive a copy of the personal information you have provided to us in a structured, commonly used, machine-readable format that supports re-use, or to request the transfer of your personal data to another person.
- **(c) Right to rectification**. You have the right to obtain rectification of any inaccurate or incomplete personal information we hold about you without undue delay.
- **(d) Right to erasure**. You have the right, in some circumstances, to require us to erase your personal information without undue delay if the continued processing of that personal information is not justified.
- **(e) Right to restriction**. You have the right, in some circumstances, to require us to limit the purposes for which we process your personal information if the continued processing of the personal information in this way is not justified, such as where the accuracy of the personal information is contested by you.
- **(f) Right to object**. You have a right, in some circumstances, to object to any processing based on our legitimate interests. There may, however, be compelling reasons for continuing to process your personal information, and we will assess and inform you if that is the case.

7.2 If you wish to exercise one of these rights, please contact us using the contact details at the end of this privacy policy. You may also review and edit the personal information you have submitted to us by logging into your account on our website.

7.3 You also have the right to lodge a complaint to your national data protection authority. Further information about how to contact your local data protection authority is available at http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm.

7.4 Residents in other jurisdictions may have similar rights to the above. If you would like to exercise one of these rights, please contact us using the contact details at the end of this privacy policy. We will comply with any request to the extent required under applicable law.

8. Cookies and similar technologies

8.1 Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our website.

8.2 Cookies are pieces of code that allow for personalisation of our website experience by saving your information such as user ID and other preferences. A cookie is a small data file that we transfer to your computer's hard disk for record-keeping purposes.

8.3 We use the following types of cookies:

- **(a) Strictly necessary cookies**. These are cookies that are required for the operation of our website. They include, for example, cookies that enable you to log into secure areas of our website, use a shopping cart or make use of e-billing services.
- **(b) Analytical/performance cookies**. They allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily. We may use third-party analytics tools such as Google Analytics, to help us measure traffic and usage trends for the Online Services and to understand more about the demographics of our users. You can learn more about Google's practices at http://www.google.com/policies/privacy/partners, and view its currently available opt-out options at https://tools.google.com/dlpage/gaoptout.
- **(c) Functionality cookies**. These are used to recognise you when you return to our website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

8.4 The table at Annex 3 sets out further details about the cookies which are most frequently used on our website.

8.5 The cookies we use are designed to help you get the most from the website but if you do not wish to receive cookies, most browsers allow you to change your cookie settings. Please note that if you choose to refuse cookies you may not be able to use the full functionality of our website. These settings will typically be found in the "options" or "preferences" menu of your browser. In order to understand these settings, the following links may be helpful, otherwise you should use the "Help" option in your browser for more details.

- **(a)** Cookie settings in Internet Explorer
- **(b)** Cookie settings in Edge
- **(c)** Cookie settings in Firefox
- **(d)** Cookie settings in Chrome
- **(e)** Cookie settings in Safari web and iOS.

8.6 If you would like to find out more about cookies and other similar technologies, please visit www.allaboutcookies.org or the Network Advertising Initiative's online sources at www.networkadvertising.org.

9. Links to third party sites

Our Service may, from time to time, contain links to and from third party websites of our partner networks, advertisers, partner merchants, news publications, retailers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for their policies. Please check the individual policies before you submit any information to those websites.

10. Changes to this policy

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We may update this privacy policy from time to time and so you should review this policy periodically. When we change this privacy policy in a material way, we will update the "last modified" date at the top of this privacy policy. Changes to this privacy policy are effective when they are posted on this page.

11. Notice to you

If we need to provide you with information about something, whether for legal, marketing or other business related purposes, we will select what we believe is the best way to get in contact with you. We will usually do this through email or by placing a notice on our site. The fact that we may send notices to you will not stop you from being able to opt out of certain types of contact as described in this privacy policy.

12. Contacting us

Questions, comments and requests regarding this privacy policy are welcome and should be addressed to: legal@tutteo.com

Annexes

- 1 - Personnal information we collect
- 2 - Personal information collected automatically
- 3 - Cookies

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Flat - Terms of Service - Business

These Terms of Service apply schools and businesses using Flat for Education. To view all our policies, check out the index. This is the current version of these terms, dated 24 May 2018.

These Terms of Service set out the terms and conditions upon which you may use the Service and any application or functionality Flat makes available through the Service.

By using the Service you agree to and accept these Terms of Service. Please read these Terms of Service carefully and make sure you understand and agree to them before using the Service. If you have any questions relating to these Terms of Service please contact Flat at support@flat.io. If you set up an account as an administrator on behalf of a school or other organisation, you confirm you are authorised to act on behalf of that school or organisation.

IF YOU DO NOT ACCEPT THESE TERMS OF SERVICE, PLEASE DO NOT USE THE SERVICE

1. Information about Flat

The Service is provided by Tutteo Limited ("Flat"), a company incorporated and registered in England and Wales under company number 09734095 whose registered office is 9th Floor, 107 Cheapside, London, EC2V 6DN, United Kingdom. Tutteo Limited's VAT number is 226 808 988.

2. Interpretation

In these Terms of Service, save where the context requires otherwise, the following words and expressions have the following meaning:

2.1. "**Account**" means the account you create to use the Service;

2.2. "**App**" means our mobile application, Flat, available for download on your mobile device;

2.3. "**Confidential Information**" means information which is identified as confidential or proprietary by either party or by the nature of which is clearly confidential or proprietary;

2.4. "**Fees**" means the monthly or annual, as appropriate, licence fee payable per User, as shown on our site https://flat.io/en/edu/pricing, multiplied by the number of monthly or annual licences you select;

2.5. "**Trial**" means a trial of the Service for up to 250 Users for the Trial Period;

2.6. "**Trial Period**" means 3 month;

2.7. "**Service**" means the music and collaboration tools that Flat makes available as a service via the App, the Website or otherwise;

2.8. "**Terms of Service**" means these terms and conditions of service as amended from time to time;

2.9. "**User**" means any person authorised by you to access the Service;

2.10. "**User Content**" means any music, sounds, text or information that you or your Users make available or create

2.11. "**Virus**" means any material or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices;

2.12. "**Website**" means www.flat.io; and

2.13. "**you**" or "**your**" means the school, organisation or person that sets up an Account as a "teacher" on the Service;

3. Trial

3.1. Flat offers a free Trial. Following expiry of the Trial Period, these Terms of Service will automatically terminate unless otherwise agreed by you and Flat.

3.2. If you are accessing the Service on a Trial, Flat will notify you by email 3 days before the end of the Trial.

4. Access to the Service

4.1. Flat grants you a non-exclusive, non-transferable, personal and non sub-licensable licence to use and to permit Users to use the Service, as permitted by the functionality of the Service, for the purpose of creating, collaborating on and sharing music scores using the Service and managing your Account.

4.2. To use the Service, you must create an Account, by registering your details as "teacher" and creating your, your school's or your organisation's domain. You are responsible for maintaining the confidentiality of login details for your Account and you must not disclose them to any third party.

4.3. Your "teacher" Account allows you to manage User accounts and the billing process.

4.4. In relation to Users, you shall procure that each User keeps secure and confidential any username and password provided for the User's use of the Service and shall not disclose such user name and password to any third party including persons within your organisation, company or business.

4.5. If Flat discovers that any User is sharing their Account, username or password with any other person, you will pay Flat a sum equivalent to the monthly user licence fee for each additional person using the Service.

4.6. You are responsible for any activities that occur under your Account including the activities of your Users.

4.7. Flat may disable any username or password (or any other account login method), at any time and at Flat's sole discretion, if Flat has reasonably determined that you or a User has failed to comply with any of these Terms of Service.

4.8. Flat encourages you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your Account. If you have any concerns about your login details for your Account or suspects that such details have been misused, please contact Flat at support@flat.io.

4.9. You must take reasonable precautions to prevent any unauthorised access to, or use of, the Service and, in the event of any such unauthorised access or use, you must promptly notify Flat at support@flat.io.

4.10. You are responsible for making all arrangements necessary for Users to have access to the Service. You are also responsible for ensuring that all Users are aware of these Terms of Service and that they comply with them.

4.11. You recognise that Flat is always innovating and finding ways to improve the Service with new features and services. Therefore, you agree that the Service may change from time to time and no warranty, representation or other commitment is given in relation to the continuity of any elements of, or functionality of, the Service.

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4.12. You shall indemnify and defend Flat, its agents and contractors from and against any and all losses, damages, claims, liabilities or expenses (including reasonable lawyer's fees) arising out of a claim brought by a third party relating to your use of the Service (except to the extent caused by Flat's negligence).

5. App Licence

5.1. Flat grants you a worldwide, non-exclusive, non-transferrable, non-sublicensable, terminable licence to download and use the App (including any updates to the App that Flat may make available from time to time) for the sole purpose of using the Service in accordance with clause 4.1 and in accordance with any other provision of these Terms of Service.

5.2. Flat may make updates to the App available. You shall install each update as soon as reasonably practicable after notification of an update's availability and in accordance with the instructions given by Flat at the time each update is made available.

5.3. You acknowledge and agree that the App and any updates are provided on an "AS IS" basis and you assume sole responsibility for your use of the App.

5.4. Flat may monitor your use of the App and the Service to ensure quality, improve the App and the Service, and verify your compliance with these Terms of Service.

6. Your Obligations

You:

6.1. must comply with all applicable laws and regulations with respect to your use of the App and the Service and your activities under these Terms of Service;

6.2. must use the App and the Service in accordance with these Terms of Service;

6.3. are responsible for any actions and omissions in connection with the use of the Service by any Users;

6.4. must obtain and shall maintain at all times, all necessary licences, consents, and permissions necessary for Flat to perform its obligations under these Terms of Service;

6.5. must ensure that your network and systems comply with the relevant specifications provided by Flat from time to time; and

6.6. are solely responsible for procuring and maintaining your network connections and telecommunications links from your systems in order to access and use the Service.

7. Rules of Acceptable Use

7.1. In addition to the other requirements within these Terms of Service, this section describes specific rules that apply to your use of the Service (the "Rules of Acceptable Use").

7.2. When using the Service you must not:

- **a.** circumvent, disable or otherwise interfere with the integrity of or any security related features of the Service or features that prevent or restrict use or copying of the content accessible via the Service;
- **b.** create more than one account on the Service (however, you may connect all your social networks or other services accounts, that we support, to your account on the Service);
- **c.** give any false or misleading information in your account details;
- **d.** impersonate any person, or misrepresent your identity or affiliation with any person or give the impression they are linked to Flat, if this is not the case;
- **e.** permit another person to use the Service under your name or on your behalf unless you are a business and such person is authorised by you;
- **f.** use the Service if we have suspended or banned you from using it;
- **g.** send junk, spam or repetitive messages;
- **h.** advocate, promote or engage in any illegal or unlawful conduct or conduct that causes damage or injury to any person or property;
- **i.** modify, interfere, intercept, disrupt or hack the Service;
- **j.** misuse the Service by knowingly introducing, accessing or transmitting viruses, Trojans, worms, logic bombs or other material which would harm the Service or any user of the Service's own equipment;
- **k.** collect any data from the Service other than in accordance with these Terms of Service;
- **l.** submit or contribute any content that contains nudity or violence or is abusive, harmful, threatening, obscene, misleading, untrue or offensive;
- **m.** submit or contribute any User Content without the permission of the content owner or otherwise infringe the copyright, trademark or other rights of third parties;
- **n.** use any User Content in violation of any licensing terms specified by the owner;
- **o.** submit or contribute any information or commentary about another person without that person's permission;
- **p.** threaten, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety or be likely to harass, upset, embarrass, alarm or annoy any other person; or
- **q.** use any automated system, including without limitation "robots", "spiders" or "offline readers" to access the Service in a manner that send more request messages to the Service than a human can reasonably produce in the same period of time.

7.3. Failure to comply with Rules of Acceptable Use constitutes a serious breach of these Terms of Service, and may result in our taking all or any of the following actions (with or without notice):

- **a.** immediate, temporary or permanent withdrawal of your right to use our Service;
- **b.** immediate, temporary or permanent removal of any User Content;
- **c.** issuing of a warning to you;
- **d.** legal action against you including proceedings for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- **e.** disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

7.4. The responses described in clause 7.3 are not limited, and we may take any other action we reasonably deem appropriate.

8. Important note on intellectual property rights

8.1. Flat is the owner of or the licensee of all intellectual property rights in the App and the Service. These works are protected by copyright and other laws and treaties around the world. All such rights are reserved.

8.2. You shall not, except as may be allowed by any applicable law which is incapable of exclusion by Flat and except to the extent expressly permitted under these Terms of Service:

- **a.** attempt to copy, modify, duplicate, create derivative works of, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the App or the Service in any form or media or by any means; or
- **b.** attempt to decompile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the App or the Service; or
- **c.** access all or any part of the App or the Service in order to build a product or service which competes with the Service, the App or any other Flat product or service; or
- **d.** use the App or the Service to provide services to third parties other than those services expressly permitted by the functionality of the Service; or
- **e.** license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the App or the Service available to any third party, or
- **f.** attempt to obtain, or assist third parties in obtaining, access to the Program or the Service other than as provided under this clause 8.

8.3. You acknowledge and agree that Flat shall not be responsible or liable for the deletion, correction, alteration, destruction, damage, loss, disclosure or failure to store any data.

9. User generated content

9.1. You confirm that any User Content you make available or create whilst using the Service will meet the Rules of Acceptable Use.

9.2. We do not claim ownership in your User Content. Instead, you grant us a worldwide, non-exclusive, royalty-free and perpetual licence to use, copy, reproduce, distribute, adapt, re-format, modify, publish, translate, licence, sub-licence, and exploit the User Content anywhere and in any form for the purposes of providing our Service (including allowing our users to view your User Content).

9.3. We do not check or moderate any User Content before it is added to the Service by users. We may later check, moderate, reject, refuse or delete any User Content if anybody objects to it, or we think that it breaks any of the Rules of Acceptable Use.

10. Notice and Takedown Policy

10.1. Any person may contact us by sending us an "**Infringement Notice**" if that person considers that the Service infringes their rights or fails to comply with clause 7 ("Acceptable Use"). The Infringement Notice should be sent either by post to Tutteo Limited, 9th Floor, 107 Cheapside, London, EC2V 6DN, United Kingdom or by email to abuse@flat.io. Please provide the information described below in the Infringement Notice:

- **a.** your name and contact details;
- **b.** a statement explaining in sufficient detail why you consider that the Service infringes your rights or fails to comply with our clause 7 ("Rules of Acceptable Use"); and
- **c.** a link to or such other means of identifying the problematic content or feature.

10.2. We will take the action that we believe is appropriate depending on the nature of the Infringement Notice and will aim respond to you within a reasonable period of time on the action we propose to take.

11. Data Protection

11.1. If Flat processes any Personal Data as a result of your use of the Service, you agree that Flat does so as Data Processor and that you are the Data Controller in relation to such Personal Data.

11.2. In relation to such Personal Data, Flat agrees that it shall process such Personal Data in accordance with the data processing addendum set out in Annex 1.

11.3. For the purposes of this clause 11, the terms "process", "Personal Data", "Data Processor" and "Data Controller" shall have the same meaning as set out in the General Data Protection Regulation .

12. Student Information – United States

12.1. "Student Data" is personally identifiable information that is directly related to an identifiable current or former student that is maintained by a school, school district, or by us. To the extent that U.S. law applies, Student Data may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C., § 1232(g).In the United States, we access, collect, and process Student Data as an outsourced institutional function pursuant to FERPA.

12.2. As between you and Flat, you own all right, title and interest to all Student Data you provide or otherwise make available to us, and we process such Student Data solely for the purpose of providing our Service to the school.

12.3. Both we and you agree to uphold our responsibilities under Laws governing personal data and Student Data, including FERPA, the Protection of Pupil Rights Amendment (PPRA), and the Children's Online Privacy and Protection Act ("COPPA"). We rely on each school to obtain and provide appropriate consent and disclosures, if necessary, for Flat to collect any Student Data directly from students under 13, as permitted under COPPA rules and regulations.

12.4. By submitting or providing us access to Student Data, you grant to us a non-exclusive, royalty-free, worldwide license during the term of the Agreement to use, modify, reproduce, display, sublicense and store the Student Data solely for the purposes of

- **(i)** providing Services to you,
- **(ii)** improving and developing our Services,
- **(iii)** enforcing our rights under the Agreement, and
- **(iv)** as permitted with the School's, student's or parent's consent.

12.5. We may collect, analyze, use, store, transmit, distribute, modify, copy, display, sublicense, and create data derived from Student Data, as well as data about your, and other users' access and use of the Services. If we share or publicly disclose information (e.g., in marketing materials, or in product development) that is derived from Student Data or your use of the Services, such data will be de-identified, aggregated, or anonymized to reasonably avoid identification of an individual Student or the School. Notwithstanding anything to the contrary, we shall not use Student Data to engage in interest-based advertising.

12.6. You may request that we delete your Student Data in our possession at any time by providing such a request in writing, which request we shall then comply with in a commercially reasonable time not to

exceed two (2) weeks. We will otherwise delete or de-identify Student Data within a commercially reasonable time following the end of the term of the Agreement. We are not required to delete any data that has been derived from Student Data, including Student Data that has been de-identified, aggregated, or anonymized.

12.7. We will implement commercially reasonable administrative, physical and technical safeguards designed to protect Student Data from unauthorized access, disclosure or use. In the event that we discover that an unauthorized party has gained access to personally identifiable Student Data, we will promptly notify you and will use reasonable efforts to cooperate with your investigation of the incident. If such incident triggers any third-party notice requirements under U.S. law, you agree that as the owner of the Student Data, you will be responsible for ~~the timing, content, cost, and method of~~ any such notice and compliance with such law.

MB 4/14/2023

13. Confidential Information

13.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under these Terms of Service. A party's Confidential Information shall not be deemed to include information that:

- **a.** is or becomes publicly known other than through any act or omission of the receiving party;
- **b.** was in the other party's lawful possession before the disclosure;
- **c.** is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
- **d.** is independently developed by the receiving party, which independent development can be shown by written evidence; or
- **e.** is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

13.2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available for use for any purpose other than as needed to perform these Terms of Service.

13.3. Each party shall take all reasonable steps to ensure that the other party's Confidential Information to which it has access is not disclosed or distributed by it or its employees or agents in violation of these Terms of Service.

13.4. Each party shall take a back-up of its own Confidential Information and shall not be responsible to the other for any loss, destruction, alteration or disclosure of Confidential Information.

14. Price and Payment

14.1. You will pay the Fees which are payable in advance.

14.2. You will provide to Flat, up-to-date and complete credit or debit card details and you hereby authorise Flat to bill such credit or debit card for the Fees.

14.3. If Flat has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies available to Flat:

- **a.** Flat may, without liability to you, suspend or temporarily disable all or part of your access to the Service and Flat shall be under no obligation to provide any access to the Service, while the invoices remain unpaid; and
- **b.** Interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank PLC at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

14.4. You can ask us for details of how many user licences have been used at any time.

14.5. All amounts and Fees stated or referred to in these Terms of Service:

- **a.** are payable in the currency specified by Flat; and
- **b.** are inclusive of value added tax ("VAT") unless otherwise expressly stated which shall be paid at the same time as payment of the Fees. Flat shall send you a VAT invoice if you request one.

14.6. Flat may increase the Fees upon giving you 30 days' notice in writing. If you are not happy with the increase in Fees, you may use any pre-paid but unused user licences, and can terminate these Terms of Service after you have used all such licences.

Not in the world of a contract you.
4/14/2023

15. Support and Availability

15.1. Where you have paid for access to the Service, Flat shall use commercially reasonable endeavours to make the Service available with an uptime rate of 99%, except for:

- **a.** planned maintenance for which 24 hours' notice will be given; or
- **b.** unscheduled maintenance during normal business hours (UK time) or otherwise, for which Flat will use reasonable endeavours to give you advance notice.

15.2. Where you have paid for access to the Service, Flat will, as part of the Service, use reasonable endeavours to provide a level of support that is appropriate to the nature of any issues requiring support

during normal business hours (UK time). Support for Users using the Service for free will be provided entirely at Flat's option and discretion.

15.3. You acknowledge that your use of the Service may be dependent on access to various third party data sources. You agree that Flat is not responsible for the non-availability or interruption to the Service caused by any such non availability of any such third party data source.

16. Termination

16.1. If you fail to pay any sum due to Flat and such sum remains outstanding for a further 14 days following notice requiring such sum to be paid, Flat may terminate these Terms of Service immediately by notice and without any liability for Flat to you.

16.2. Flat may terminate these Terms of Service and your access to the Service with 30 days' notice in writing.

16.3. Flat may terminate these Terms of Service by notice with immediate effect, or such notice as Flat may elect to give, if you:

- **a.** are in breach of applicable law; or
- **b.** infringe Flat's intellectual property rights in the Service.

16.4. Either party may terminate the Terms of Service at any time on written notice to the other if the other:

- **a.** is in material or persistent breach of any of the Terms of Service and either that breach is incapable of remedy, or the other party fails to remedy that breach within 30 days after receiving written notice requiring it to remedy that breach; or
- **b.** is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986), or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction.

16.5. On termination of these Terms of Service for any reason all licences granted under these Terms of Service shall immediately terminate and your right to access and use the Service will end.

16.6. If you request, Flat shall use reasonable endeavours to permit you to download any User Content from the Service for a period of 15 days after the expiry or termination (howsoever caused) of these Terms of Service.

17. Limited Warranty

17.1. Flat undertakes to make the Service available as specified in clause 16.1. Otherwise, the Service is provided on an "AS IS" and "AS AVAILABLE" basis and Flat gives no representations, warranties, conditions or other terms of any kind in respect of the Service, whether express or implied, including, but not limited to, warranties of satisfactory quality, availability, merchantability fitness for a particular purpose or non-infringement.

17.2. Except as expressly and specifically provided for in these Terms of Service:

- **a.** You assume sole responsibility for results obtained from the use of the Service and for conclusions drawn or decisions taken from such use and you rely on the results obtained from the use of the Service at your own risk;
- **b.** All representations, warranties, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms of Service; and
- **c.** Flat will not be responsible for any interruptions, delays, failures or non-availability affecting the Service or the performance of the Service which are caused by third party services or errors or bugs in software, hardware or the internet on which Flat relies to provide the Service and you acknowledge that Flat does not control such third party services and that such errors and bugs are inherent in the use of such software, hardware and the Internet.

18. Flat's liability

18.1. Subject to clause 18.2, Flat will not be liable for any losses (whether direct or indirect) that result from Flat's failure to comply with these Terms of Service, tort (including negligence) or otherwise that fall into the following categories: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; loss of data; waste of management or office time; or any indirect, consequential or special damages, costs or expenses.

18.2. Nothing in these Terms of Service excludes or limits Flat's liability for death or personal injury caused by Flat's negligence or for fraud or fraudulent misrepresentation.

How can this even happen?

18.3. Flat's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these Terms of Service shall in all circumstances be limited to the Fees actually paid by you

in the 6 months prior to the event giving rise to the claim or, in the case of an event during a Trial giving rise to a claim, £1.

19. Written communications

Applicable laws may require that some of the information or communications Flat sends to you should be in writing. When using the Service, you accept that communication with Flat will be mainly electronic. Flat will contact you by e-mail or provide you with information by posting notices on the Service. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that Flat provides to you electronically comply with any legal requirement that such communications be in writing.

20. Notices

All notices given by you to Flat must be given to support@flat.io. Flat may give notice to you at either the e-mail or postal address you provide to Flat, or any other way Flat deems appropriate. Notice will be deemed received and properly served immediately when posted on the Service or 24 hours after an e-mail is sent or 3 days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

21. Transfer of rights and obligations

You may not transfer, assign, charge or otherwise deal in these Terms of Service, or any of your rights or obligations arising under these Terms of Service, without Flat's prior written consent.

22. Events outside Flat's control

No party shall be liable to the other for any delay or non-performance of its obligations under these Terms of Service arising from any cause beyond its control including, without limitation, any of the following: telecommunications failure, internet failure, act of God, governmental act, war, fire, flood, explosion or civil commotion.

23. Waiver

No forbearance or delay by either party in enforcing its rights shall prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

24. Severability

If any provision of these Terms of Service is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of the provisions shall not be prejudiced.

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25. Flat's right to vary these Terms of Service

25.1. Flat has the right to revise and amend these Terms of Service from time to time to reflect changes in the Service or market conditions affecting Flat's business.

25.2. You will be subject to the Terms of Service in force at the time that you make use of the Service, or if Flat notifies you of changes to these Terms of Service and you continue to use the Service you will be subject to those changes.

25.3. Flat will use reasonable endeavours to notify you of any material changes to these Terms of Service by email or by the placement of a notice on the Service.

26. Third party rights

A person who is not party to these Terms of Service shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

27. Law and jurisdiction

State of Ohio

These Terms of Service shall be governed by and construed in accordance with ~~English~~ law and each party hereby submits to the exclusive jurisdiction of the ~~English~~ Ohio courts.

4/14/2023

Copyright © 2023 Tutteo Limited

SUMMIT EDUCATIONAL SERVICE CENTER
LOCAL EDUCATION AGENCY CONTRACT FOR SERVICES
SUPERVISED BY ESC BOARD

This **AGREEMENT** is entered into this ___day of _____, **2023** between **Wadsworth City School District**, Wadsworth, Ohio, (hereinafter referred to as "LEA" Local Education Agency) and the **Summit Educational Service Center Governing Board**, Cuyahoga Falls, Ohio (hereinafter referred to as the "ESC Board").

1. The ESC Board shall provide to the LEA, the following services for during the **2023-2024** school year (hereinafter referred to as "the Service'):

Thirty (30) days of Educational Audiology Services

2. The ESC Board shall hire and pay an individual to provide the Service (hereinafter referred to as "the Service Provider").
3. The LEA shall pay the ESC Board the sum **$19,800.00** by the end of the term indicated in paragraph 1, above for the agreed number of days indicated in paragraph 1, above. This sum shall not be subject to any pro rata reduction for days on which the Service Provider is assigned to the LEA but does not work for the LEA due to sick or emergency leave. If, due to long term illness, the Service Provider does not work for five (5) consecutive workdays or more and the ESC Board does not provide a substitute, the LEA may claim a pro rata reduction of this sum for those days not provided as a result of the long-term illness. There shall be no pro rata reduction of the sum for time spent by the Service Provider on ESC supervision, staff development and inter-district projects related to the assigned work.
4. The ESC Board shall assign the Service Provider to the LEA for the specified number of days during the term specified in paragraph 1, above.
5. The ESC Board shall attempt to plan for a substitute for the Service Provider when the Service Provider is on extended leave.
6. The LEA shall provide adequate workspace for the Service Provider, if necessary.
7. The ESC Board shall provide all supplies, materials, equipment, clerical support, mileage reimbursement and staff development for the Service Provider. The need for such items shall be determined by the ESC Board.
8. The ESC Board shall supervise the Service Provider in the provision of the Service and shall evaluate the Service Provider in accordance with Section 3319.111, Ohio Revised Code.
9. The ESC Board shall determine the work schedule and work rules of the Service Provider.
10. The Service Provider shall follow the ESC Board's policies concerning wage and benefits.
11. The Service Provider shall follow the ESC work rules, including but not limited to, reporting procedures and working conditions.
12. The Service Provider shall report times worked in the manner prescribed by the ESC Board and complete the necessary ESC Board leave forms when necessary.
13. The Service Provider shall abide by the customs of the LEA.

WADSWORTH CITY SCHOOL DISTRICT	**SUMMIT EDUCATIONAL SERVICE CENTER**
_____	_____
Superintendent Signature	Board of Governors President's Signature
_____	Michael Chadsey
District Superintendent	*President, Board of Governors*
_____	_____
Treasurer Signature	Treasurer Signature
_____	Laurel Young
District Treasurer	*Treasurer, Summit Educational Service Center*

Tuition Contract for ESCMC Summer Enrichment Program 2023

The below listed School District hereby enters into a contract for admission of student(s) with the Educational Service Center of Medina County for summer enrichment purposes during the school year 2022-2023.

The School District agrees to:

1. Complete the Tuition Contract and all necessary Registration Forms completed by the parent/guardian.

2. Pay tuition at time of registration (deadline for registration is April 28, 2023) please call Gloria Schultz in the Treasurer's Office at 330-723-6393, ext. 108 if you have any questions.

Each School District will sign and receive a copy of the tuition contract.

Name of School District: Wadsworth City Schools

Name of Student (s): [redacted]

Billing Address: 524 Broad St. Wadsworth, OH 44203 % Student Services Dept.

District Contact: Joyce Walker Office Number: 330-335-1316

I have read the above and agree to all conditions of the contract.

School District Representative _____ Date_____

Treasurer/ESC of Medina County_____ Date_____

***Tuition for the Summer Enrichment program is $1,950.00 per student ($1400 for preschool). Tuition includes the instructor (4 days per week), BCBA, 2 paraprofessionals (4 days per week), OT (1 day per week), speech and language therapy (1 day per week), supplies, cost of outings, and the program supervisor.**

Agreement Between

RIPCHO STUDIO, INC.
7630 Lorain Avenue
Cleveland, OH 44102
(216) 631-0664 or (800) 686-7427

and

School District: Wadsworth City Schools **Enrollment: PreK-12; ≈ 4,800**

(Central IS, Franklin ES, Grizzly Academy, Isham ES, Lincoln ES, Overlook ES, Wadsworth HS, Wadsworth MS, & Valley View ES)

Address: 524 Broad Street
City: Wadsworth
State: OH **Zip:** 44281
Telephone: (330) 335-1301
Ordered by: Dr. Andrew Hill
Title: Superintendent

Ripcho Studio, Inc. is granted the exclusive privilege to photograph the students of the above mentioned School District for the years ***2023-2024.***

(The district will make access to Wadsworth High School unless specifically required to do so. 5/24/2023 MM)

INDIVIDUAL PORTRAITS

Commission: **20%** after deducting sales tax.

Payable to: To each individual school.

Background/Pose: Gray/Colors. Class pictures (8x10) for grades PreK-4th.

Service Items: Complimentary faculty portraits.
Faculty & Staff ID cards.
Additional service items to be selected by each individual school.

Photograph by: To be selected. **Deliver packages by:** To be selected.

Photo Date(s) / Start Time(s): To be selected yearly by each individual school.

Special Instructions/Additional Services:

Yearbook services provided by Ripcho Studio for grades PreK-8th. Additional services to be determined by each individual school.

Signing Bonus: ID Card Printer and supplies provided for the term of the contract.

Approved by: _____ **Date:**_____
(Please print name here)

Approved by: _____ **Date:**_____
(Please sign name here)

Ripcho Studio, Inc.: [redacted] **Date:** **5/18/2023**

CONTRAC.DOC
Note: Offerings and services are subject to change.

MUSIC THEATRE INTERNATIONAL

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

COVID-19 LICENSING FAQ/GUIDELINES

The Licensing FAQ/Guidelines and Contract Checklist are provided for information only and are not part of the MTI Production Contract

Streaming Royalties

All streaming royalties will be collected via SHOWTIX4U (www.ShowTix4U.com), unless prior arrangements have been made with MTI.

On the Contract Confirmation page, *only* enter royalties for any performances in front of a live audience.

For STREAMING performances, you need not enter any amount, and should leave the line blank.

Postponements

Postponing a show (including COVID-19 postponements):

- Log into your MyMTI account at https://account.mtishows.com
- Click on Change Booking
- Make the appropriate selection(s) to adjust your date and click Submit
- You will receive an email confirmation that the change request was received, and it will include a summary of the changes you requested

Cancellations

Cancelling a show (including COVID-19 cancellations):

- Log into your MyMTI account at https://account.mtishows.com
- Click on Change Booking
- Select I'd Like to Cancel My Booking and click Submit
- Once you have received the email confirming that your cancellation was processed, you can access your invoice through your MyMTI account by clicking Booking Details, and then clicking My Invoice.

Refunds/Keeping Funds on Account

Refund checks will be distributed as soon as administratively possible. Processing delays due to fluctuating COVID-19 restrictions in New York City, where the MTI offices are located, may occur.

If you prefer to leave your funds On Account, you can log in to your MyMTI account and select whether you wish to:

a) leave your funds On Account with MTI for your future use with any MTI-licensed productions

b) leave your funds On Account temporarily, with MTI processing your refund at a later date (e.g., if you do not currently have access to the location/office where the payment will be mailed)

c) request that your refund be processed and mailed as soon as possible

Material Returns

Rental material returns: Our materials library is open and able to receive rental material returns. If you have safe access and if possible, please return any rented MTI materials to our library at your earliest convenience.

MUSIC THEATRE INTERNATIONAL • 423 West 55th Street, New York, NY 10019 • (212) 541-4684 • Fax (212) 397-4684 • www.mtishows.com

MUSIC THEATRE INTERNATIONAL

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

CONTRACT CHECKLIST

The Licensing FAQ/Guidelines and Contract Checklist are provided for information only and are not part of the MTI Production Contract

Read through your Contract, then Complete, Sign, and Return the following:

- ▶ **CONTRACT CONFIRMATION Page:**
  - **Write In:**
    - » Number of Performances (first blank line on Contract Confirmation)
    - » Royalty per Performance (second blank line on Contract Confirmation)
    - » Additional Rental costs (if any)
    - » Grand Total of Additional Materials (from Additional Materials page, if ordering)
  - **Include Payment:**

    Check or Money Order (no personal checks)
    OR
    Credit Card information with Signature
    OR
    Purchase Order (only for schools and government agencies)
    - » The $400 security fee *must* be paid by Credit Card, Check or Money Order
- ▶ **ADDITIONAL MATERIALS Page**— if ordering *(optional)*
- ▶ **ADDITIONAL ORCHESTRATION Page**— if ordering *(optional)*
- ▶ **VIDEO LICENSE, if available, and $75 fee** — if ordering *(optional)*
- ▶ **Any other Contract Riders that require signature**

ADDITIONAL NOTES

PLEASE NOTE:

- For shows with multiple Orchestrations, you may order additional parts *only* for the Orchestration you selected on the Contract Confirmation page.
- Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.
- Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

How to Return your Contract:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:

  Music Theatre International
  423 West 55th Street
  New York, NY 10019

CHK_8

MTI PRODUCTION CONTRACT

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

Licensee:

WADSWORTH HIGH SCHOOL
ATTN.: PAM CSAKY
625 BROAD STREET
WADSWORTH, OH 44281

TELE#: 330-335-1400 FAX:
E-MAIL: pcsaky@wadsworthschools.org

Contract Issue Date: 04/21/23
Contract Expiration Date: 06/02/23
Valid For Performances From: 03/21/24 - 03/23/24
MTI Access Code: [redacted]

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
BACK TO THE 80'S

Special Conditions

Royalty

ROYALTY A) $645.00 For Each Regular,Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 500 per Performance
Tickets @ 10.00 8.00 0.00

Security Fee

$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/ missing materials/brokerage fees, late charges and/or any outstanding account obligations.

Rental Fee

$695.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for $400.00 extra each month or part therof, pending availability.

CONTRACT CONFIRMATION
COMPLETE AND RETURN TO MTI

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: WADSWORTH HIGH SCHOOL
Name of Show: BACK TO THE 80'S
Name and address of performance space/venue: WADSWORTH HIGH SCHOOL
625 BROAD STREET , WADSWORTH, OH 44281

Date(s) of performance(s): 03/21/2024 - 03/23/2024 **Offer Expires:** 06/02/2023
Please list number of performances
for each calendar month: _____

SHIP WITH: (check one) ❑ Standard Orchestration ❑ Alternate Orchestration ❑ Partial ❑ No Orchestration
(if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for ___ performance(s) @ $ 645.00 per performance, a total of **$** _____

RENTAL: $695.00 for a standard set of materials or any part thereof $ 695.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): $100 per week X _____ weeks $ _____

SECURITY FEE: **Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license.** $ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): $ _____

SALES TAX (where applicable): $ _____

TOTAL: ..... $ _____

TOTAL AMOUNT ENCLOSED: ..... $ _____

BALANCE REMAINING: ..... $ _____

SHIPPING

You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ❑ OVERNIGHT ❑ 3-DAY ❑ GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service

Shipping Address: _____
(NO P.O. BOXES) _____
City: _____ State: _____ Zip/Postal Code: _____

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

❑ **CHECK** or **MONEY ORDER** (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

❑ **CREDIT CARD:** ❑ **VISA** ❑ **MASTERCARD** ❑ **AMERICAN EXPRESS**

Card Number: _____ **Exp. Date:** _____
Name on Card: _____ **Billing Postal Code:** _____
Signature: _____ **Amount:** _____

PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

❑ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____
AUTHORIZED SIGNATURE _____ DATE _____
EMAIL _____ DAY PHONE _____

CONFRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration. The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

28 LIBRETTO/VOCAL BOOK
2 PIANO VOCAL SCORE
1 REHEARSAL CD

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	DRUMS	
1	_____	ELECTRIC BASS	
1	_____	GUITAR	ELECTRIC GUITAR, STEEL STRG ACOUSTIC
1	_____	KEYBOARD 1	
1	_____	KEYBOARD 2	
1	_____	REED 1	OPT: SUB FOR REED 2
1	_____	REED 2	
1	_____	TROMBONE	
1	_____	TRUMPET	

ADDITIONAL MATERIALS

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

ADDITIONAL STANDARD SET MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order, simply indicate the quantity of each item you would like and
add this Total to the Grand Total on the following page to the Confirmation Page of this Product on Contract.

ITEM	QUANTITY		COST EACH		TOTAL
ADDITIONAL MATERIALS					
LIBRETTO/VOCAL BOOK (Replacement Fee $25.00)	_____	x	$ 6.25	=	$_____.____
PIANO VOCAL SCORE (Replacement Fee $80.00)	_____	x	$ 20.00	=	$_____.____
REHEARSAL CD	_____	x	$ 10.00	=	$_____.____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee $60.00)	_____	x	$ 15.00	=	$_____.____

(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page) $_____.____
You MUST return this form along with your contract to receive materials.

***See Vendor Pricing following the next page for pricing information

ADDITIONAL MATERIALS

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: $[redacted] Printed on: 04/21/23

THEATRICAL RESOURCE MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order: Indicate the quantity of each item you would like and add the Grand Total of your entire Additional Materials order to the Confirmation Page of this Producton Contract

ITEM	QUANTITY		COST EACH	TOTAL
THEATRICAL RESOURCES				
HOW DOES THE SHOW GO ON?	_____	x	$ 21.00	= $_____.____
LOGO PACK DIGITAL	_____	x	$ 75.00	= $_____.____
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	_____	x	$ 199.00	= $_____.____
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)	_____	x	$ 350.00	= $_____.____
STAGE WRITE APPLICATION	_____	x	$ 150.00	= $_____.____
KEYBOARDTEK ***				
PERFORMANCE ACCOMPANIMENT RECORDING *** (PERFORMANCE & REHEARSAL)				

Add total for all items here.

Standard Set Additional Materials Total *(from previous page)* $_____.____

Theatrical Resource Additional Materials Total $_____.____

ADDITIONAL MATERIALS GRAND TOTAL *(add this total to Contract Confirmation Page)* $_____.____
You MUST return this form along with your contract to receive materials.

***See next page for pricing information

➤ Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at $75) will automatically be added to your order.

ADDITIONAL MATERIALS

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

A Note About Additional Materials

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.
To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the previous page.

Performance Accompaniment Recordings **$350**
(Rehearsal only)

Performance Accompaniment Recordings
(Rehearsal and Performance)

0 – 500 seats	up to 10 performances	**$750**
	11 or more performances (cost *per performance over 10*)	$100
501+ seats	up to 10 performances	**$999**
	11 or more performances (cost *per performance over 10*)	$100

Transpositions-on-Demand (*per song title*) **$150**
(complete set of orchestra parts, and piano/conductor or piano/vocal score)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit . . . . . www.KeyboardTEK.com

OrchExtra® *for pricing, visit. . . . . www.rms.biz*

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the previous ADDITIONAL MATERIALS page

BILLING CREDITS

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

BACK TO THE 80'S

Written by NEIL GOODING

Addition material by STUART SMITH
Revised Orchestrations and Arrangements by BRETT FOSTER
Original Musical Adaptation by SCOTT COPEMAN

Licensee further agrees to insert in each program of the Play the credit line for each of the compositions and also include the program notes as described in the accompanying Rider.

MTI BILLING

In accordance with the **Performance License**, *all* advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

BACK TO THE 80'S

Is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI. www.mtishows.com

In addition, all press releases and press kits MUST indicate the production is licensed by Music Theatre International.

VIDEO RECORDING WARNING

This license does NOT grant the right** to make, use and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

Any video and/or audio recording of this production is strictly prohibited.

***except with respect to certain titles, where a limited video license is available for $75.00 and you have purchased that license.*

PERFORMANCE LICENSE

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

a) you have read and understand the terms, conditions and provisions set forth below;
b) you are authorized to sign the Production Contract on behalf of Licensee;
c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted:** This Production Contract allows the public performance of the Play as represented in the rented materials provided by MTI under the following terms and conditions. The rights granted by MTI do not include the right to utilize the original choreography, staging, direction, **projection and/or video designs**, costume designs or scenery designs from any prior production of the Play (unless such rights are included in materials provided by MTI or otherwise permitted by MTI in writing), and you may not use such elements, in whole or in part, in your production unless you have obtained the right to do so from the owner of such elements (such as the director, choreographer or designer). See separate Contract Rider for more detail regarding Replica Elements.

2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:

   a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.

   b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.

   c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.

   d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.

   e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.

   f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.

   g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.

   h. The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.

3. **Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.

4. **Billing Credits and Use of Logos in Advertising and Promotion:**
   - **a.** Billing: You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
   - **b.** Bios: If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
   - **c.** Logos: You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
   - **d.** Use of Play Title in Domain Names and Social Media: You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
   - **e.** Program Copies: One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.

5. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security fee and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

PERFORMANCE LICENSE
(CONTINUED)

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

2. **Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of $25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph II.4 below.

3. **Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.

4. **Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars ($50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph II. 2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph II. 14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued.

5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.

6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.

7. **Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.

8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. ~~You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.~~ If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently $45). 5/22/23 MM

9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.

10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.

11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.

12. **Governing Law:** This License shall be governed by the Laws of the State of ~~New York~~ Ohio, and any dispute arising out of or under this License agreement shall be litigated only in the courts of ~~the City or~~ State of ~~New York in the City of New York or the United States District Court in the Southern District of New York,~~ Ohio and in no other forum. MB 5/22/23

~~13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.~~ MB 5/22/2023

14. **Refunds:** Refunds will be issued in the following circumstances.
    a. Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
    b. If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

    You acknowledge that during a Force Majeure Event (as defined in Paragraph II.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

    In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph II.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph II.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

    Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security fee or other funds on account at MTI.

In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

16. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to social gathering restrictions as well as any other rules or guidance regarding the COVID-19 outbreak (or similar public health situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of Licensee's decision to proceed with its production, nor shall MTI or the Rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. ~~Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.~~ MB 5/22/2023

III. MATERIALS RENTAL PROVISIONS

1. **Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars ($100.00) for each additional week or partial week, subject to availability. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees if your production is cancelled or shortened for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.

2. **Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.

3. **Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.

4. **Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials MUST be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.

5. **Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled. A $10 handling fee is applied to each order.
Unless pre-approved by the licensee. MB 5/22/2023

6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars ($750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars ($20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15)

prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):

8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

RETURN ALL RENTED PRODUCTION MATERIALS TO:

Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057

Phone: 860-379-3320

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to $50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract.

CONTRACT RIDER

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number [redacted]
Contract #: [redacted] Printed on: 04/21/23

RESTRICTIONS ON CHANGES TO PLAY AND USE OF REPLICA ELEMENTS

By signing the Production Contract to which this Rider is attached, the individual signing on behalf of Licensee (the "Authorized Signatory") acknowledges, on behalf of Licensee, that under federal copyright law and the terms of the Production Contract, the Licensee may not (a) make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials") or (b) use any choreography, direction or design elements from any prior production or film version of the Play except as set forth below under **Permitted Uses**. Without limiting the foregoing, Licensee acknowledges that it **may not**:

- Make changes of any kind, including changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play, regardless of whether the authors have approved any similar changes for a prior production of the Play.
- Add music, dialogue, lyrics, scenes, scenarios, characters, framing devices or anything to the text or structure of the Play as embodied in the MTI Rental Materials, including adding any songs or dialogue from any film version of the Play or from any other version of the Play.
- Delete, in whole or in part, any material (including music, lyrics or text) from the Play as embodied in the MTI Rental Materials.
- Use any of the designs, direction, choreography, logos or artwork, or other intellectual property from any Broadway, London, or touring productions or from any film version of the Play, except as set forth below under **Permitted Uses**. The rights to all of these elements are owned by third parties and are not granted as part of this Performance License.

Permitted Uses: Notwithstanding the foregoing restrictions, Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically authorized for use by MTI, either as part of MTI's standard rental package (or ShowKit®, for Broadway Junior® titles), or (ii) a license to use any such element is purchased separately by Licensee, where available.

If Licensee violates any of these restrictions, Licensee acknowledges and agrees that MTI may revoke Licensee's contract and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be sued for breach of contract and federal copyright infringement to the full extent of the law.

By signing the Production Contract, which incorporates by reference the terms of this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

a. has read and understands the terms above regarding changes to the Play and use of replica elements;

b. has reviewed, or will review, the terms of this Production Contract regarding changes to the Play and use of replica elements with the director and entire creative team of Licensee's production; and

c. represents and warrants that the director and creative team have been or will be instructed that (i) no changes may be made to the Play without the written consent of the Rightsholders and (ii) they shall not copy or replicate any of the creative elements of prior productions or film version of the Play.

BACK TO THE 80s

A MUSICAL BY NEIL GOODING

ADDITIONAL MATERIAL BY STUART SMITH

REVISED ORCHESTRATIONS AND ARRANGEMENTS BY BRETT FOSTER

ORIGINAL MUSICAL ADAPTATION BY SCOTT COPEMAN

Performed by arrangement with Music Theatre International
on behalf of Josef Weinberger Ltd.

As an integral part of this license, licensee further agrees to insert in each program of the Play, the following credit line exactly as listed for each of the following compositions:

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Walking On Sunshine (Kimberley Rew), Used by permission of Screen Gems – EMI Music Inc.

Get Out Of My Dreams (Get Into My Car) (Billy Ocean / Robert John Lange), Use is by permission of Zomba Music Publishing, Ltd. (PRS). All rights for the U.S. obo Zomba Music Publishing, Ltd (PRS) administered by Zomba Enterprises, Inc. (ASCAP)

Centerfold (S. Justman), Used by permission of Bug Music, Inc & Pal-Park Music administered by Almo Music Corp. (ASCAP)

Lost In Your Eyes (Deborah Gibson), Used by permission of Music Sales Corporation (ASCAP). International Copyright Secured. All Rights Reserved

Don't Worry Be Happy (Robert McFerrin Jnr), Used by permission of Probnoblem Music.

Come On Eileen (K Adams / J Paterson / K Rowland)

Never Gonna Give You Up (Stock / Aitken / Waterman), Used by permission of Peter Waterman Ltd, Sony / ATV Music Publishing LLC & Universal-Songs of Polygram Int., Inc., on behalf of Sids Songs Ltd. (BMI)

Material Girl (Peter S Brown / Robert S Rans) Used by permission of EMI Blackwood Music Inc.- EMI Music Inc.

(I've Had) The Time Of My Life (Donald Markowitz / Jon De Nicola / Frankie Previte), Used by permission of EMI April Music Inc., Sony / ATV Music Publishing LLC, Knockout Music (ASCAP), R.U. Cyrius Publishing (ASCAP), Donald J. Music, Jemava Music Corp.

The Fight Scene (Neil Gooding / Brett Foster), Administered by Neil Gooding Productions Pty Ltd

COVID-19 LICENSING FAQ/GUIDELINES

The Licensing FAQ/Guidelines and Contract Checklist are provided for information only and are not part of the MTI Production Contract

Streaming Royalties

All streaming royalties will be collected via SHOWTIX4U (www.ShowTix4U.com), unless prior arrangements have been made with MTI.

On the Contract Confirmation page, *only* enter royalties for any performances in front of a live audience.

For STREAMING performances, you need not enter any amount, and should leave the line blank.

Postponements

Postponing a show (including COVID-19 postponements):

- Log into your MyMTI account at https://account.mtishows.com
- Click on Change Booking
- Make the appropriate selection(s) to adjust your date and click Submit
- You will receive an email confirmation that the change request was received, and it will include a summary of the changes you requested

Cancellations

Cancelling a show (including COVID-19 cancellations):

- Log into your MyMTI account at https://account.mtishows.com
- Click on Change Booking
- Select I'd Like to Cancel My Booking and click Submit
- Once you have received the email confirming that your cancellation was processed, you can access your invoice through your MyMTI account by clicking Booking Details, and then clicking My Invoice.

Refunds/Keeping Funds on Account

Refund checks will be distributed as soon as administratively possible. Processing delays due to fluctuating COVID-19 restrictions in New York City, where the MTI offices are located, may occur.

If you prefer to leave your funds On Account, you can log in to your MyMTI account and select whether you wish to:

a) leave your funds On Account with MTI for your future use with any MTI-licensed productions

b) leave your funds On Account temporarily, with MTI processing your refund at a later date (e.g., if you do not currently have access to the location/office where the payment will be mailed)

c) request that your refund be processed and mailed as soon as possible

Material Returns

Rental material returns: Our materials library is open and able to receive rental material returns. If you have safe access and if possible, please return any rented MTI materials to our library at your earliest convenience.

MUSIC THEATRE INTERNATIONAL

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

CONTRACT CHECKLIST

The Licensing FAQ/Guidelines and Contract Checklist are provided for information only and are not part of the MTI Production Contract

Read through your Contract, then Complete, Sign, and Return the following:

- **CONTRACT CONFIRMATION Page:**
  - **Write In:**
    - » Number of Performances (first blank line on Contract Confirmation)
    - » Royalty per Performance (second blank line on Contract Confirmation)
    - » Additional Rental costs (if any)
    - » Grand Total of Additional Materials (from Additional Materials page, if ordering)
  - **Include Payment:**

    Check or Money Order (no personal checks)
    OR
    Credit Card information with Signature
    OR
    Purchase Order (only for schools and government agencies)
    - » The $400 security fee *must* be paid by Credit Card, Check or Money Order
- **ADDITIONAL MATERIALS Page**— if ordering *(optional)*
- **ADDITIONAL ORCHESTRATION Page**— if ordering *(optional)*
- **VIDEO LICENSE, if available, and $75 fee** — if ordering *(optional)*
- **Any other Contract Riders that require signature**

ADDITIONAL NOTES

PLEASE NOTE:

- For shows with multiple Orchestrations, you may order additional parts *only* for the Orchestration you selected on the Contract Confirmation page.
- Final Sales Tax and Shipping Fees can only be determined after Contract and security deposit have been processed.
- Please read through the entire Contract to ensure proper compliance with the terms of your agreement with MTI.

How to Return your Contract:

- By Email: Scan and email your signed Contract, with payment information, to your licensing representative
- By Mail: Sign and mail your Contract, with payment information, to:

  Music Theatre International
  423 West 55th Street
  New York, NY 10019

CHK_8

MTI PRODUCTION CONTRACT

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

Licensee:

WADSWORTH HIGH SCHOOL
ATTN.: PAM CSAKY
625 BROAD STREET
WADSWORTH, OH 44281

TELE#: 330-335-1400 FAX:
E-MAIL: pcsaky@wadsworthschools.org

Contract Issue Date: 04/21/23
Contract Expiration Date: 06/02/23
Valid For Performances From: 11/16/23 - 11/18/23
MTI Access Code: MUS2224338

THIS IS A LICENSE FOR AN AMATEUR PRODUCTION OF:
THE MUSIC MAN

SPECIAL CONDITIONS

ROYALTY

ROYALTY A) $585.00 For Each Regular,Benefit or Other Performance
Provisions: Regular Performance
Seating Limited to 500 per Performance
Tickets @ 10.00 8.00 0.00

SECURITY FEE

$400.00 to be refunded following the safe, timely return of the rented material to us, less handling/shipping/ missing materials/brokerage fees, late charges and/or any outstanding account obligations.

RENTAL FEE

$695.00 for a standard set of materials or any part thereof
Provisions:

See attached ADDITIONAL MATERIALS page for a complete list of all materials included in the Standard Rental Set.

The Standard Rental Set (see attached) is the ONLY acting edition authorized by the Authors and MUST be rented from us as a condition of this offering.

If the rental materials are needed in advance of the standard two-month rental period, they may be rented for $400.00 extra each month or part therof, pending availability.

CONTRACT CONFIRMATION
COMPLETE AND RETURN TO MTI

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

CONFIRMATION OF PERFORMANCE INFORMATION

Name of Organization: WADSWORTH HIGH SCHOOL
Name of Show: THE MUSIC MAN
Name and address of performance space/venue: WADSWORTH HIGH SCHOOL
625 BROAD STREET , WADSWORTH, OH 44281

Date(s) of performance(s): 11/16/2023 - 11/18/2023 **Offer Expires:** 06/02/2023
Please list number of performances
for each calendar month: _____

SHIP WITH: (check one) ❑ Standard Orchestration ❑ Alternate Orchestration ❑ Partial ❑ No Orchestration
(if "Partial," you MUST mark the required parts on the ORCHESTRATION DETAILS sheet, and return a copy with your signed contract.)

ROYALTY: Royalty A for ___ performance(s) @ $ 585.00 per performance, a total of **$** _____

RENTAL: $695.00 for a standard set of materials or any part thereof $ 695.00

ADDITIONAL RENTAL (Outside of the standard two (2) month period): $100 per week X _____ weeks $ _____

SECURITY FEE: **Your security fee MUST be paid in full by check, credit card or money order (No Purchase Orders accepted) in order to process your license. Failure to do so may result in a delay in the processing of your license.** $ 400.00

ADDITIONAL MATERIALS GRAND TOTAL (from ADDITIONAL MATERIALS page): $ _____

SALES TAX (where applicable): $ _____

TOTAL: ..... $ _____

TOTAL AMOUNT ENCLOSED: ..... $ _____

BALANCE REMAINING: ..... $ _____

SHIPPING

You will be billed for all shipping charges.
Canadian and overseas shipments are by most efficient carrier, unless otherwise instructed.

Special Shipping Instructions: (check one) ❑ OVERNIGHT ❑ 3-DAY ❑ GROUND (up to 7 days)
If no shipping method is selected, shipment will be by FedEx Ground Service

Shipping Address: _____
(NO P.O. BOXES) _____
City: _____ State: _____ Zip/Postal Code: _____

PAYMENT

ALL PAYMENTS MUST BE MADE IN U.S. FUNDS

❑ **CHECK** or **MONEY ORDER** (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

❑ **CREDIT CARD:** ❑ **VISA** ❑ **MASTERCARD** ❑ **AMERICAN EXPRESS**

Card Number: _____ **Exp. Date:** _____
Name on Card: _____ **Billing Postal Code:** _____
Signature: _____ **Amount:** _____

PLEASE NOTE: ANY REFUNDS ISSUED ON CREDIT CARD PAYMENTS WILL BE PAID TO THE ORGANIZATION BY CHECK

❑ PURCHASE ORDER: For schools and government agencies ONLY, a signed, authorized purchase order is acceptable for ROYALTY and RENTAL payment. YOU MUST STILL return your check, money order or credit card information for the SECURITY FEE along with your signed, authorized P.O. with this license to cause materials to be shipped.

ACCEPTANCE

By signing below, you agree that (i) you have read and understand the terms and conditions of this Production Contract, the accompanying Performance License and all attached riders, which are incorporated by reference into the Performance License and (ii) Licensee shall abide by the terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____
AUTHORIZED SIGNATURE _____ DATE _____
EMAIL _____ DAY PHONE _____

CONFRM_0_13r

YOU MUST COMPLETE AND RETURN THIS PAGE WITH PAYMENT

STANDARD RENTAL SET

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

The rental fee includes the materials below and, when applicable, a full OR partial set of the standard OR alternate orchestration. The rental fee will not change if no orchestrations are ordered.

YOUR STANDARD RENTAL SET WILL INCLUDE:

1 ERRATA LIST
25 LIBRETTO/VOCAL BOOK
1 PIANO CONDUCTOR'S SCORE ACT 1
1 PIANO CONDUCTOR'S SCORE ACT 2
1 PIANO VOCAL SCORE
1 STUDY GUIDE

ORCHESTRATION
STANDARD ORCHESTRATION

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

Below is a detailed list of all orchestra parts available for this title, along with doublings and other instrumentation notes. If you wish to order additional parts, mark the number of additional parts for each instrument, and return this page with your Contract Confirmation page and include the total number of additional parts on the Additional Materials form.

STANDARD ORCHESTRATION

BOOKS INCLUDED	ADDITIONAL REQUESTED	INSTRUMENT	DOUBLINGS
1	_____	BASS	
1	_____	CELLO	
1	_____	PERCUSSION	BASS DRUM, BELLS, CYMBAL, GLOCKENSPIEL, HIGH HAT SNARE DRUM, TEMPLE BLOCKS, TOM TOM, TRIANGLE, TYMPANI VIBRAPHONE, WHISTLE, WOOD BLOCK, XYLOPHONE
1	_____	PIANO	
1	_____	REED 1	FLUTE, PICCOLO
1	_____	REED 2	Bb CLARINET, ENGLISH HORN, OBOE
1	_____	REED 3	Bb CLARINET, Eb CLARINET, SOPRANO SAX
1	_____	REED 4	Bb CLARINET, BASS CLARINET, FLUTE, PICCOLO
1	_____	REED 5	Bb CLARINET, BARITONE SAXOPHONE, BASS SAXOPHONE BASSOON
1	_____	TROMBONE 1	
1	_____	TROMBONE 2	
1	_____	BASS TROMBONE	BASS TROMBONE
1	_____	TRUMPET 1	
1	_____	TRUMPET 2	
1	_____	TRUMPET 3	
2	_____	VIOLIN A-B-C	

ADDITIONAL MATERIALS

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

ADDITIONAL STANDARD SET MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order, simply indicate the quantity of each item you would like and
add this Total to the Grand Total on the following page to the Confirmation Page of this Product on Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
ERRATA LIST	_____			
LIBRETTO/VOCAL BOOK (Replacement Fee $25.00)	_____	x	$ 6.25	= $_____.____
PIANO CONDUCTOR'S SCORE ACT 1 (Replacement Fee $60.00)	_____	x	$ 15.00	= $_____.____
PIANO CONDUCTOR'S SCORE ACT 2 (Replacement Fee $60.00)	_____	x	$ 15.00	= $_____.____
PIANO VOCAL SCORE (Replacement Fee $80.00)	_____	x	$ 20.00	= $_____.____
STUDY GUIDE	_____	x	$ 5.95	= $_____.____
ADDITIONAL ORCHESTRA PARTS (Replacement Fee $60.00)	_____	x	$ 15.00	= $_____.____

(Attach ORCHESTRATION sheet with additional parts required marked - list total quantity of parts above)

STANDARD SET MATERIALS TOTAL (add this total to Grand Total on next page) $_____.____
You MUST return this form along with your contract to receive materials.

***See Vendor Pricing following the next page for pricing information

ADDITIONAL MATERIALS

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

THEATRICAL RESOURCE MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.
To order: Indicate the quantity of each item you would like and add the Grand Total of your entire Additional Materials order to the Confirmation Page of this Producton Contract

ITEM	QUANTITY		COST EACH	TOTAL
THEATRICAL RESOURCES				
CHOREOGRAPHY VIDEO GUIDES	_____	x	$ 395.00	= $_____.____
CUSTOMIZABLE SHOW POSTERS AND ARTWORK	_____	x	$ 175.00	= $_____.____
HOW DOES THE SHOW GO ON?	_____	x	$ 21.00	= $_____.____
LOGO PACK DIGITAL	_____	x	$ 75.00	= $_____.____
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE	_____	x	$ 199.00	= $_____.____
REFERENCE RECORDING	_____	x	$ 20.00	= $_____.____
PERFORMANCE ACCOMPANIMENT RECORDING (REHEARSAL ONLY)	_____	x	$ 350.00	= $_____.____
REHEARSCORE APP	_____	x	$ 350.00	= $_____.____
SCENIC PROJECTIONS	_____	x	$ 850.00	= $_____.____
SCENIC PROJECTIONS PRO	_____	x	$ 1,795.00	= $_____.____
STAGE MANAGER SCRIPT (Replacement Fee $100.00)	_____	x	$ 25.00	= $_____.____
STAGE WRITE APPLICATION	_____	x	$ 150.00	= $_____.____
LOGO TEES SIX-PACK ADULT LARGE	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK ADULT MEDIUM	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK ADULT SMALL	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK ADULT X-LARGE	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK ADULT XX-LARGE	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK CHILD LARGE	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK CHILD MEDIUM	_____	x	$ 80.00	= $_____.____
LOGO TEES SIX-PACK CHILD SMALL	_____	x	$ 80.00	= $_____.____
ORCHEXTRA ***				
PERFORMANCE ACCOMPANIMENT RECORDING *** (PERFORMANCE & REHEARSAL)				
TRANSPOSITIONS: STD ORCH ONLY ***				

Add total for all items here.

Standard Set Additional Materials Total *(from previous page)* $_____.____

Theatrical Resource Additional Materials Total $_____.____

ADDITIONAL MATERIALS GRAND TOTAL *(add this total to Contract Confirmation Page)* $_____.____
You MUST return this form along with your contract to receive materials.

***See next page for pricing information

➤ Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at $75) will automatically be added to your order.

ADMAT-TH_0

RETURN THIS PAGE IF ORDERING ADDITIONAL MATERIALS

ADDITIONAL MATERIALS

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

A Note About Additional Materials

The following guide will help you determine the price of available Additional Materials for your show.

Note: Not all Additional Materials are available for every show title.
To check for availability of any Additional Materials in the show you are licensing, please see the show-specific list of Additional Materials on the previous page.

Performance Accompaniment Recordings **$350**
(Rehearsal only)

Performance Accompaniment Recordings
(Rehearsal and Performance)

0 – 500 seats	up to 10 performances	**$750**
	11 or more performances (cost *per performance over 10*)	$100
501+ seats	up to 10 performances	**$999**
	11 or more performances (cost *per performance over 10*)	$100

Transpositions-on-Demand *(per song title)* **$150**
(complete set of orchestra parts, and piano/conductor or piano/vocal score)

KeyboardTEK (Keyboard patches & programming)
for pricing and to place an order, visit . . . . . www.KeyboardTEK.com

OrchExtra® *for pricing, visit. . . . . www.rms.biz*

— THIS PAGE IS FOR PRICING REFERENCE ONLY —

To order available Additional Materials,
enter the price on the previous ADDITIONAL MATERIALS page

BILLING CREDITS

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

SHOW BILLING CREDITS

For proper usage, refer to **Section I, Paragraphs 4 (A & B)** of the Performance License.

MEREDITH WILLSON'S
"THE MUSIC MAN"

Book, Music and Lyrics by: 30%
MEREDITH WILLSON 60%

Story by: 30%
MEREDITH WILLSON and FRANKLIN LACEY 60%

Mr. Willson's name shall appear in size of type at least 75% of the size of type used for the "The Music Man." In the event of an artwork title,the words "MEREDITH WILLSON's" shall always appear to the left of or above the words "The Music Man" and in type at least 35% of the size of the type used to display the words "The Music Man." The creative credit should appear in size of type as indicated relative to the size of type used for "The Music Man."

MTI BILLING

In accordance with the **Performance License**, *all* advertising materials (posters, programs, websites, etc.) **MUST** include the following credit:

THE MUSIC MAN

Is presented through special arrangement with Music Theatre International (MTI). All authorized performance materials are also supplied by MTI. www.mtishows.com

In addition, all press releases and press kits MUST indicate the production is licensed by Music Theatre International.

VIDEO RECORDING WARNING

This license does NOT grant the right** to make, use and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, through physical media (e.g., film, CD, DVD, tape) or any method of digital recording or distribution. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement.

In compliance with the above condition, you **MUST** include the following warning in your program:

Any video and/or audio recording of this production is strictly prohibited.

***except with respect to certain titles, where a limited video license is available for $75.00 and you have purchased that license.*

PERFORMANCE LICENSE

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

This Performance License (the "License"), and any Contract Riders attached to the MTI Production Contract ("Production Contract"), are incorporated by reference into the Production Contract and contain important restrictions and requirements regarding Licensee's production. Throughout this License, Music Theatre International is referred to as "MTI", "we" or "us"; the organization to which the Production Contract is issued is referred to as "Licensee" or "you"; and the individual signing on behalf of the Licensee is referred to as the "Authorized Signatory."

Please read this Performance License carefully and keep this copy for your records.

Your signature on the acceptance line of the Production Contract accompanying this License will acknowledge that:

a) you have read and understand the terms, conditions and provisions set forth below;
b) you are authorized to sign the Production Contract on behalf of Licensee;
c) you agree to the terms, conditions and provisions contained herein on behalf of Licensee; and
d) you will inform the producer(s), director(s) and creative team of Licensee's production of the terms, conditions and provisions contained in this Production Contract.

I. COPYRIGHT PROVISIONS, PRODUCTION RULES AND BILLING

Any violation of these copyright provisions shall automatically and immediately terminate the Production Contract.

1. **Rights Granted:** This Production Contract allows the public performance of the Play as represented in the rented materials provided by MTI under the following terms and conditions. The rights granted by MTI do not include the right to utilize the original choreography, staging, direction, **projection and/or video designs**, costume designs or scenery designs from any prior production of the Play (unless such rights are included in materials provided by MTI or otherwise permitted by MTI in writing), and you may not use such elements, in whole or in part, in your production unless you have obtained the right to do so from the owner of such elements (such as the director, choreographer or designer). See separate Contract Rider for more detail regarding Replica Elements.

2. **Changing the Play; Casting:** Under federal law and under the terms of this Production Contract, you may not make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials"), including but not limited to the following:

   a. You may not add music, dialogue, lyrics, non-verbal scenes or anything to the Play as embodied in the MTI Rental Materials, including any songs or dialogue from any film version of the Play or from any other production of the Play.

   b. You may not delete, in whole or in part, any material in the Play as embodied in the MTI Rental Materials.

   c. You may not make changes of any kind, including but not limited to changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play.

   d. You agree that any proposed change, addition, omission, interpolation, or alteration in the book, music, or lyrics of the Play shall first be submitted in writing to MTI. MTI may, in its sole discretion, seek approval for such change from the authors or other rightsholders of the Play (the "Rightsholders"). If permission for any such change is granted, such changes shall become the property of the Rightsholders without any obligation to you or any third party making such changes, and MTI may require you to enter into a work for hire agreement or copyright assignment with such third party. If MTI does not respond to a request for any changes in writing, the change shall be deemed disapproved. No such change shall be implemented in your production unless and until MTI has notified you in writing that the change is approved.

   e. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this Performance License. Certain titles may have additional casting requirements set forth in a separate contract rider.

   f. You may not make any physical or digital copies of the materials provided or physically alter, amend, or change them, or digitally distribute them, without MTI's prior written permission. If such permission is granted, you agree to collect and destroy all such copies upon the completion of your production.

   g. MTI and the Rightsholders shall not be obligated at any time to offer royalty participation or make any payment to any person whom you may hire to direct, choreograph, stage, design, furnish musical services or otherwise actualize your production unless that person has entered into a written agreement directly with the Rightsholders or MTI.

   h. **The Authorized Signatory agrees to review these copyright provisions with the director and entire creative team of your production.**

3. **Advertising/Recording/Broadcast (Audio, Video, Digital, etc.):** Except for the customary right to advertise and publicize the Play by means of print, radio, television, online and social media, including TV commercials and B-Roll (in which no radio, television or digital commercial produced by Producer shall contain excerpts from the Play in excess of 30 seconds (90 seconds in the aggregate)), this Production Contract grants no rights to record, stream or distribute the Play or any portion of it by any means whatsoever (subject to the last sentence of this Paragraph). Specifically, except as set forth in the previous sentence, this Production Contract does not grant you any right to (i) make an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) to televise, broadcast, stream, make available for download or otherwise post online or in social media or through any mobile device the Play or any portion of it. You agree to inform all audience members of the above prohibitions against recording the show by means of both a program note and a pre-show announcement. If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.

4. **Billing Credits and Use of Logos in Advertising and Promotion:**
   - **a.** Billing: You must bill the Play, the authors and other creative personnel in all programs, houseboards, displays, websites, advertising and publicity (print or digital) exactly as set out in the Billing Credits section of this Production Contract. Your program must also include any other required language that appears in the Billing Credits (e.g., MTI credit, video recording warning language).
   - **b.** Bios: If your program or website includes bios of any member of your creative team, you must include both (i) author bios and (ii) Music Theatre International's bio in your program. Bios may be found on our website at www.mtishows.com/bios or may be obtained by request from MTI.
   - **c.** Logos: You may not use the copyrighted logo of the Play or any logo associated with any other production or film version of the Play, unless you purchase an MTI Logo Pack featuring that logo (where available) and you pay MTI the appropriate fee, if required.
   - **d.** Use of Play Title in Domain Names and Social Media: You may not use any domain name or social media or account/handle incorporating the name of the Play without the prior written permission of MTI. If permission is granted, you must agree to assign the domain name to the Rightsholders or their duly authorized representatives.
   - **e.** Program Copies: One (1) print copy of the program for your production should be sent to MTI's Business Office (in lieu of a print version, digital copies can be emailed to licensing@mtishows.com) not later than three (3) days following the opening performance.

5. **Merchandise:** You may not create merchandise based on the Play or using the Play's title, logo, characters, lyrics or text, whether for sale or distribution, without written permission from MTI acting on behalf of the Rightsholders or their duly authorized representatives. You may sell merchandise purchased from MTI (e.g., T-shirts), where available.

II. PERFORMANCE LICENSE AND PAYMENT PROVISIONS

1. **License Effective Date; Payments:** MTI must receive, prior to the Offer Expiration Date on the first page of the Production Contract, (i) a signed copy of the Production Contract and (ii) your security fee and any other payments that are due on execution, in U.S. funds, or your application for a license to produce the Play on the performance dates listed in the Production Contract will expire. Furthermore, MTI reserves the right to revoke the license offer at any time in its sole discretion before it has received the signed Production Contract and required payments. You will receive a confirmation from MTI when all such necessary submissions have been received and accepted (please allow approximately ten (10) business days) and at such time your Production Contract will take effect and your production will be considered licensed ("Fully Licensed"). Until such time, you agree not to advertise, announce, audition, present or sell tickets for any performances of the Play. Your license to produce the Play is conditioned on MTI receiving payment in full of all royalties, rental fees and other materials costs under this Production Contract (including payment for any ancillary productions or services purchased subsequent to the date the Production Contract was issued). (Accredited schools and government agencies only may provide a purchase order in lieu of upfront payment pursuant to Paragraph II. below). Payment in full is required before MTI will ship materials to you. In any case, if payment in full has not been received by MTI prior to the first scheduled performance date, the rights granted to you in this Production Contract will terminate and your production will be deemed to be unlicensed. You agree to pay all royalties, rental and any other amounts due to MTI upon execution or within the time period specifically set forth in the Production Contract and any rider. If no time period is listed for any other charges, you agree to pay such amounts owing to MTI within forty-five (45) days from the end of your production or within thirty (30) days of receipt of an invoice from MTI, as applicable.

PERFORMANCE LICENSE
(CONTINUED)

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

2. **Changes:** If you wish to change any of the conditions set forth in this Production Contract in any way (including change of dates, reducing or increasing the number of performance(s), ticket price adjustments or change of venue), you must submit such requested changes to MTI's Business Office in writing immediately, and MTI must approve all changes before they may take effect. Changes in dates may be disallowed because of licensing restrictions on the Play (e.g., due to tours). Changes in the number of performances, tickets prices and venue or seating capacity may alter the fees quoted in the Production Contract. If MTI does not receive notice of changes prior to your first scheduled performance date under your Production Contract, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract. In addition, if any such changes would increase the amount owing to MTI (e.g., increased ticket prices; adding performances or increasing seating capacity), MTI will charge your account for such additional amounts. MTI in its discretion may charge a change fee of $25 each time changes (other than addition of performances or increased ticket prices) are made following the issuance of this Production Contract. If you wish to cancel your entire production, you must do so in accordance with Paragraph II.4 below.

3. **Additional Performances:** If you request the right to add performances or sell additional seats per performance pursuant to Paragraph 2 above, you agree to make additional royalty and rental payments for all such additional performances. You agree not to announce, advertise, present or sell tickets for such additional performances or additional capacity without prior written permission from MTI and payment of the additional royalty and fees due.

4. **Cancellation of Production:** If you wish to cancel your entire production, you must notify MTI's Business Office in writing immediately, but in any case prior to the date of the first scheduled performance set forth in the Production Contract. You understand that, even if you do not present the Play, you may be obligated for the fees set forth in this License and the Production Contract. MTI reserves the right to charge a cancellation fee of fifty dollars ($50.00) and is entitled to retain all other amounts paid or owing to MTI under this Production Contract. Cancellation of individual performances is covered in Paragraph II. 2 above. Refunds, if any, for a cancelled production will be issued in accordance with Paragraph II. 14 below. If MTI does not receive notice of cancellation of your production prior to the first scheduled performance date under your Performance License, MTI reserves the right to retain all amounts received or due to MTI under the original Production Contract as well as any other payments received for ancillary products and services after the Production Contract was issued.

5. **Complimentary Tickets:** You agree as a condition of this Production Contract to reserve two (2) complimentary tickets for each performance (if requested) for the use of MTI and the Rightsholders and MTI agrees not to sell such tickets.

6. **Purchase Orders:** For accredited schools and government agencies only, a signed, authorized Purchase Order is acceptable in lieu of upfront payment. You must still provide a check, credit card or money order for the SECURITY FEE as well as your signed, authorized Purchase Order when you return the signed Production Contract to cause materials to be shipped. Following the end of the production, you agree to promptly pay royalty and rental payments as well as any other amounts owing for ancillary products and services purchased after the original Production Contract was issued.

7. **Accounting:** You agree to keep and maintain full and regular books and records in which you shall record all items in connection with the production and presentation of the Play, including dates of performance, ticket prices and number of tickets sold. Such books and records shall be open at all reasonable business hours for inspection by MTI or its representatives at your office, and MTI shall have the right to make copies of and take extracts from such books and records. You shall submit to MTI's Business Office, within five (5) days following demand by MTI, a sworn statement setting forth the total number of performances actually presented and the precise date and place of each such performance. MTI's rights under this Paragraph shall continue for five (5) years following (i) the date of the last performance licensed under the Production Contract or (ii) the date on which MTI received final payment due hereunder, whichever is later.

8. **Default:** This License is conditioned upon your fulfillment of all obligations set forth in the License and in the accompanying Production Contract, including the prompt payment of all rental, royalty, security and other fees owing to MTI in U.S. funds when due. If any such payments are not made in full to MTI when due, the rights granted to you under this License will be deemed void ab initio (i.e., this License will be deemed invalid from the outset) and the production that is the subject of this License (and all performances thereof) will be deemed to constitute infringement and breach of contract under applicable law. Nevertheless, you will remain liable for the payment of all fees that might be due to us under this License and will be subject as well to statutory damages for copyright infringement. If you default in the performance of any of the terms of this License, then, in addition to any and all other remedies which we might have at law, we shall have the right to a preliminary injunction to enjoin further performance of the Play. ~~You agree to reimburse us for any expenses incurred by us in enforcing our rights under this Paragraph 8, including, but not limited to, attorneys' fees, telephone, fax, and postage charges and collection expenses.~~ If you pay by check and it is returned insufficient funds or if you stop payment, MTI will charge a returned check fee (currently $45).

9. **Warranty:** MTI warrants that, on behalf of the Rightsholders of the Play, it is authorized to grant this License to you. MTI makes no other warranties.

10. **Reserved Rights:** All rights in and to the Play other than those specifically licensed to you under the terms of this Production Contract are reserved to MTI, with the unrestricted right of MTI to use, exploit or dispose of any of them at any time, whether or not the exercise of such rights may be in competition with the rights granted to you in this License.

11. **Transfer of Rights:** Under no conditions can this License be assigned or transferred without written consent from MTI.

12. **Governing Law:** This License shall be governed by the Laws of the State of ~~New York,~~ Ohio and any dispute arising out of or under this License agreement shall be litigated only in the courts of the ~~City or~~ State of ~~New York~~ New York ~~in the City of New York or the United States District Court in the Southern District of New York~~, and in no other forum. 5/20/23

~~13. **Indemnification of Licensor:** You agree to indemnify MTI and its affiliates and the Rightsholders of the Play from any claim arising out of your violation of any of the provisions of this Production Contract.~~ 5/22/23

14. **Refunds:** Refunds will be issued in the following circumstances.
    a. Following the conclusion of your production, if any refund is due to you (e.g., unused portion of security fee), you may elect to keep such amounts on your account to be used for future productions. If you do not elect to keep your refund amount on account, MTI will automatically process the refund within 6 to 8 weeks from the conclusion of your production. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.
    b. If you have cancelled your entire production in a timely manner in accordance with Paragraph II.4 above and are entitled to a refund, you may elect to keep the refund on your account to be used for future productions. If you do not elect to keep your refund on account, MTI will process your refund within 6 to 8 weeks from the date MTI receives written notice of the cancellation. Your refund amount may be affected by charges such as shipping fees, missing materials charges, bank charges and other charges and fees specifically mentioned in this Production Contract.

    You acknowledge that during a Force Majeure Event (as defined in Paragraph II.15 below), any refunds due to you may be delayed due to the volume of cancellations and refunds to be processed.

15. **Force Majeure:** Neither MTI nor the Licensee will be deemed in default of this License as a result of its delay or failure to perform its obligations (other than the Licensee's payment obligations) when such delay or failure arises out of causes beyond the reasonable control of MTI or the Licensee. Such causes may include, but are not restricted to, acts of God or the public enemy, war, insurrections, riots, civil disturbances, acts of terrorism, government restriction, fires, floods, strikes, unusually severe weather, epidemics, pandemics or other large-scale health events; but, in every case, delay or failure to perform must be beyond the reasonable control of and without the fault or negligence of the party (a "Force Majeure Event").

    In the case of a Force Majeure Event that results in the cancellation or postponement of Licensee's production, Licensee must, as soon as reasonably practicable after the onset of a Force Majeure Event, (a) provide written notice to MTI of the nature and extent of such Force Majeure Event and (b) inform MTI whether it has cancelled or changed the production dates or intends to do so. Cancellation of Licensee's production shall be in accordance with Paragraph II.4. Proposed changes (such as postponement) to Licensee's production shall be in accordance with Paragraph II.2. If Licensee is unable to notify MTI in writing prior to the cancellation or proposed change, Licensee shall do so as soon as reasonably practicable but in any event within five (5) business days of the originally scheduled first performance date (or if the Force Majeure Event begins after performances have begun, within five (5) business days of the onset of the Force Majeure Event). If MTI does not receive written notice that Licensee has cancelled its production due to the Force Majeure Event within such time period, MTI will assume such production has taken place in accordance with the terms of the Production Contract and will have the right to retain all amounts previously paid or owing to MTI for such production (and no refunds will be issued).

    Except in the case of cancellations and changes for which Licensee has notified MTI as provided above, nothing in this Paragraph shall affect or reduce Licensee's payment obligations under this Production Contract. Licensee shall remain liable for any cancellation fees, missing materials charges, shipping fees and other charges set forth in the Production Contract, including royalties for performances of the Play that were presented prior to the Force Majeure Event. Licensee also will remain liable for amounts owing for ancillary products and services purchased after the original Production Contract was issued, all of which MTI may deduct from the security fee or other funds on account at MTI.

In the case of a Force Majeure Event affecting MTI, MTI shall, as soon as reasonably practicable after the occurrence of the Force Majeure Event, (a) provide written notice (such notice may be given by emails, social media or website postings to customers generally); and (b) use commercially reasonable efforts to resume performance (e.g., shipping materials) as reasonably practicable.

16. **Compliance with Laws.** Licensee represents and agrees that it shall be aware of and comply with all federal, state and local laws applicable to its production, including laws, regulations and ordinances pertaining to social gathering restrictions as well as any other rules or guidance regarding the COVID-19 outbreak (or similar public health situation) which may impact any aspect of Licensee's production, including but not limited to rehearsals, performances and audience attendance. MTI makes no representation or assessment of the legality or prudence of Licensee's decision to proceed with its production, nor shall MTI or the Rightsholders be held liable for any claims arising out of Licensee's decision to proceed with its production. ~~Licensee shall indemnify and hold MTI and the rightsholders harmless from any claims, costs, and damages arising out of Licensee's production.~~ MR 5/30/2023

III. MATERIALS RENTAL PROVISIONS

1. **Rental Term and Delivery:** Delivery of the MTI Rental Materials is conditioned on your production being Fully Licensed as described in Paragraph II.1 (i.e., you have received written confirmation from MTI after submitting the signed Production Contract and paying all applicable royalty, rental and security fees). Provided your production is Fully Licensed, the MTI Rental Materials will be shipped approximately two (2) months prior to the first performance of your production; however, if you have not signed and submitted the Production Contract and remitted full payment in time to enable shipment by such date, MTI will process your shipment as soon as practicable once your production is Fully Licensed. In such case, MTI cannot guarantee the MTI Rental Materials will be delivered in sufficient time to meet your production schedule. If the MTI Rental Materials are needed in advance of the two (2)-month period, the charge is one hundred dollars ($100.00) for each additional week or partial week, subject to availability. You acknowledge that if materials have shipped MTI has the right to retain a pro-rated portion of the rental fees if your production is cancelled or shortened for any reason, including all fees paid for additional rental weeks, all of which would be determined by MTI in its sole discretion.

2. **Authorized Rental Materials:** The MTI Rental Materials are the only Play materials authorized by the Rightsholders and must be rented from MTI as a condition of this Production Contract. You may not use scripts or orchestra parts obtained from other sources (including materials posted online). The full rental fee must be paid even if you do not intend to use all of the MTI Rental Materials in your production.

3. **Ownership:** All MTI Rental Materials, including missing materials, remain the property of MTI and must be returned to MTI following the conclusion of your production. You understand that the MTI Rental Materials (i) cannot be used for any purpose other than as stated in this License and (ii) may not be copied, scanned or otherwise reproduced, sold, traded, offered for sale or trade, posted online, used for performances other than those specified in this Production Contract or otherwise transferred physically or digitally.

4. **Suitability:** Although MTI strives to provide the highest quality service to you, MTI makes no representation as to the adequacy, suitability and/or condition of the MTI Rental Materials. Any missing or damaged materials MUST be reported to MTI's Business Office within five (5) business days after receipt of your shipment, or you may be liable for full replacement charges upon their return to MTI.

5. **Shipping Charges:** You are responsible for shipping charges BOTH WAYS for materials that MTI rents and/or supplies to you, as well as all customs charges, duties and the like in connection with shipments of materials outside of the United States and return shipment to MTI. You are responsible for complying with all customs regulations applicable to the return of materials to the United States. MTI ships by USPS, FedEx, UPS or other carriers at its sole option. Any expense that MTI incurs with respect to the delivery or return of the materials to its library shall be charged to you; you agree upon demand promptly to reimburse MTI for the full amount of such expense, whether or not your production is cancelled, A $10 handling fee is applied to each order.
unless pre-approved by the licensor MR 5/30/2023

6. **Return of Materials:** You agree that, no later than seven (7) days after the last performance under this Production Contract, you will return to MTI, by prepaid carrier, insured for not less than seven hundred fifty dollars ($750.00), the complete set of materials (including any additional materials ordered) in as good condition as when you received it. Should you fail to do so, MTI shall be entitled to an additional rental fee of twenty dollars ($20.00) per item for each day that you retain any material beyond the period of seven (7) days after the last performance. You are responsible for the safe return to MTI of all MTI Rental Materials. If complete materials are not returned all at once and properly labeled, your account may not be credited or you may be liable for a restocking fee. If a Force Majeure Event (as defined in Paragraph II.15)

prevents you from returning the materials, you will not be charged a missing materials fee for any days covered by the Force Majeure Event provided (a) you have notified MTI you are unable to return the materials due to the Force Majeure Event and (b) you return the materials promptly after circumstances permit you to do so but in no event later than three (3) months after the onset of the Force Majeure Event.

7. **Address for Return of Materials:** All materials must be returned to MTI's Music Library in Connecticut (Address listed below):

8. **DO NOT SHIP RENTED PRODUCTION MATERIALS TO THE NEW YORK BUSINESS OFFICE!**

RETURN ALL RENTED PRODUCTION MATERIALS TO:

Music Theatre International
31A Industrial Park Road
New Hartford, CT 06057

Phone: 860-379-3320

Any materials returned to MTI's New York Business Office will be subject to a transfer charge of up to $50.00.

9. **Damage/Loss:** Any damage to or loss of the materials shall be charged to you. You agree upon demand promptly to reimburse MTI for the full amount of such evaluated damage to or loss of materials. Any materials lost or damaged while in your possession will be assessed replacement fees as set forth in this Production Contract.

CONTRACT RIDER

Your MTI Rep: ROHR DRISCOLL
Your MTI Account Number: [redacted]
Contract #: [redacted] Printed on: 04/21/23

RESTRICTIONS ON CHANGES TO PLAY AND USE OF REPLICA ELEMENTS

By signing the Production Contract to which this Rider is attached, the individual signing on behalf of Licensee (the "Authorized Signatory") acknowledges, on behalf of Licensee, that under federal copyright law and the terms of the Production Contract, the Licensee may not (a) make any changes to the Play or any additional materials purchased or rented from MTI (the "MTI Rental Materials") or (b) use any choreography, direction or design elements from any prior production or film version of the Play except as set forth below under **Permitted Uses**. Without limiting the foregoing, Licensee acknowledges that it **may not**:

- Make changes of any kind, including changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play, regardless of whether the authors have approved any similar changes for a prior production of the Play.
- Add music, dialogue, lyrics, scenes, scenarios, characters, framing devices or anything to the text or structure of the Play as embodied in the MTI Rental Materials, including adding any songs or dialogue from any film version of the Play or from any other version of the Play.
- Delete, in whole or in part, any material (including music, lyrics or text) from the Play as embodied in the MTI Rental Materials.
- Use any of the designs, direction, choreography, logos or artwork, or other intellectual property from any Broadway, London, or touring productions or from any film version of the Play, except as set forth below under **Permitted Uses**. The rights to all of these elements are owned by third parties and are not granted as part of this Performance License.

Permitted Uses: Notwithstanding the foregoing restrictions, Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically authorized for use by MTI, either as part of MTI's standard rental package (or ShowKit®, for Broadway Junior® titles), or (ii) a license to use any such element is purchased separately by Licensee, where available.

If Licensee violates any of these restrictions, Licensee acknowledges and agrees that MTI may revoke Licensee's contract and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be sued for breach of contract and federal copyright infringement to the full extent of the law.

By signing the Production Contract, which incorporates by reference the terms of this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

a. has read and understands the terms above regarding changes to the Play and use of replica elements;

b. has reviewed, or will review, the terms of this Production Contract regarding changes to the Play and use of replica elements with the director and entire creative team of Licensee's production; and

c. represents and warrants that the director and creative team have been or will be instructed that (i) no changes may be made to the Play without the written consent of the Rightsholders and (ii) they shall not copy or replicate any of the creative elements of prior productions or film version of the Play.

ADDENDUM TO MTI PRODUCTION CONTRACT

THIS ADDENDUM ("Addendum") to the MTI Production Contract #9742095 (the "License") between **WADSWORTH HIGH SCHOOL**, located at 625 Broad Street, Wadsworth, OH 44281 ("you" or "Licensee") and **MTI ENTERPRISES INC. d/b/a Music Theatre International** ("MTI" or "us"), located at 423 West 55th Street, New York, NY 10019 amends the License as set forth below. In the event of a conflict between the terms of the License and the terms of this Addendum, the terms of this Addendum shall control.

1. Section II, Performance License and Payment Provisions, Paragraph 8, "Default" is amended by deleting the last two sentences.

2. Section II, Performance License and Payment Provisions, Paragraph 8, Paragraph 12 (Governing Law) is deleted in its entirety.

3. Section II, Performance License and Payment Provisions, Paragraph 13 (Indemnification of Licensor) is deleted and replaced with the following:

   "13. **Licensee Responsibility for Violations:** Licensee will be responsible to MTI and Rightsholder(s) for any claims arising out of Licensee's violation of any of the provisions of this License."

4. Section II, Performance License and Payment Provisions, Paragraph 15 (Compliance with Laws) is amended by deleting the last sentence.

IN WITNESS WHEREOF, this Addendum has been executed by the parties as of the effective of the License.

WADSWORTH HIGH SCHOOL

By: [redacted]

Print Name: Douglas P. Beems

Print Title: Treasurer

7/1/2022

MTI ENTERPRISES INC. d/b/a MUSIC THEATRE INTERNATIONAL

By: [redacted]

Print Name: Deborah Hartnett

Title: Senior Vice President & General Counsel

MUSIC THEATRE INTERNATIONAL'S BROADWAY junior COLLECTION

Your MTI Rep: BARBARA MORGAN
Your MTI Account Number:
Contract Number: [redacted]

- REPRINT -

Licensee:

WADSWORTH MIDDLE SCHOOL
C/O: SAMANTHA QUALLICH
150 Silvercreek Rd
Wadsworth, OH 44281-9002

TELE#: 330-335-1410 FAX:
E-MAIL: SQUALLICH@WADSWORTHSCHOOLS.ORG

Contract Issue Date: 04/17/23
Contract Expiration Date: 05/29/23
Valid For Performances From: 10/27/24 - 10/28/24
Actual Performance Dates: 10/27/24 - 10/28/24
MTI Access Code: [redacted]

PRODUCTION CONTRACT for ANNIE JR

CONTRACT PROVISIONS:

ALL PERFORMERS MUST BE IN THE 9TH GRADE AND UNDER. THIS LICENSE INCLUDES THE RIGHTS FOR UNLIMITED PERFORMANCES WITHIN *ONE* YEAR AS RECORDED IN THE DATES ABOVE.

AMOUNT ENCLOSED

SHOWKIT™ (See *Additional Materials Order Form* for a list of ShowKit™ contents)

Royalty . . . . . $ 139.00

Non-Refundable Materials Fee . . . . . $ 556.00

SHOWKIT SHIPPING (Rush Delivery available for $90.00 in U.S.): . . . . . $ 45.00
Rush Delivery available in Canada for $115.00. Canadian Shipments are by most efficient carrier, unless otherwise instructed.

SALES TAX (where applicable): . . . . . $

ADDITIONAL MATERIALS TOTAL (from *Additional Materials Order Form* — please attach): . . . . . $

TOTAL AMOUNT ENCLOSED (Payable in U.S. Funds): . . . . . $

PAYMENT

☐ CHECK or MONEY ORDER (No personal checks accepted. Make payable to MUSIC THEATRE INTERNATIONAL)

☐ CREDIT CARD: (circle one) VISA MASTERCARD AMERICAN EXPRESS

Card Number: _____ Expiration Date: _____

Name on card: _____

Signature: _____ Amount: _____

☐ PURCHASE ORDERS: For schools and government agencies only, a signed, authorized purchase order is acceptable payment.

SHIPPING

Shipping Address: Wadsworth Middle School

(No P.O. Boxes) 150 Silvercreek Road

City: Wadsworth State/Province: OH Zip/Postal Code: 44281

Note: The ShowKit™ materials will be shipped upon receipt of a signed copy of the Production Contract and the full applicable fees. Please allow approximately ten (10) days for processing.

ACCEPTANCE

ShowKits™ are non-transferable and non-refundable.
With this contract you are agreeing to produce ANNIE JR
By signing below, you agree to the terms and conditions set forth in the Dramatic Performing Rights License.

Print Your Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Email: _____ Day Phone: (_____) _____

PCK9_JRB__22

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

Licensee:

WADSWORTH MIDDLE SCHOOL
C/O: SAMANTHA QUALLICH
150 Silvercreek Rd
Wadsworth, OH 44281-9002

TELE#: 330-335-1410 FAX:
E-MAIL: SQUALLICH@WADSWORTHSCHOOLS.ORG

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Authorized Signature: _____ Date: _____

Email: _____ Day Phone: (_____) _____

PCK9_JRB__22

PLEASE COMPLETE, SIGN AND RETURN ONE (1) COPY OF THIS PRODUCTION CONTRACT WITH FULL PAYMENT. BE SURE TO RETURN THE ADDITIONAL RESOURCES ORDER FORM AND/OR RIDER(S) IF APPLICABLE.

Your MTI Rep: BARBARA MORGAN
Your MTI Account Number:
Contract Number:

STANDARD MATERIALS

YOUR SHOWKIT™ WILL CONSIST OF THE FOLLOWING:

30 ACTOR'S BOOK
1 DIRECTOR'S GUIDE
1 PIANO VOCAL SCORE
1 CHOREOGRAPHY VIDEOS DIGITAL
1 DOWNLOADABLE RESOURCES AND MEDIA
1 GUIDE VOCAL AND PERF TRACKS DIGITAL

STD_JR_1

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

Your MTI Rep: BARBARA MORGAN
Your MTI Account Number:
Contract Number: [redacted]

ADDITIONAL MATERIALS

ADDITIONAL MATERIALS ORDER FORM

You can order additional materials and theatrical resources at the following rates.

To order, simply indicate the quantity of each item you would like and add the Grand Total to the Confirmation Page of this Production Contract.

ITEM	QUANTITY		COST EACH	TOTAL
ADDITIONAL MATERIALS				
ACTOR'S BOOK		x	$ 10.00 =	$
DIRECTOR'S GUIDE		x	$ 100.00 =	$
PIANO VOCAL SCORE		x	$ 40.00 =	$
THEATRICAL RESOURCES				
ACTOR'S BOOK TENPACK		x	$ 75.00 =	$
CHOREOGRAPHY VIDEO GUIDES		x	$ 395.00 =	$
CUSTOMIZABLE SHOW POSTERS AND ARTWORK		x	$ 175.00 =	$
HOW DOES THE SHOW GO ON?		x	$ 21.00 =	$
LOGO PACK DIGITAL	1	x	$ 75.00 =	$ 75.00
PIT BAND JUNIOR		x	$ 175.00 =	$
PRODUCTIONPRO-DIGITAL SCRIPT/SCORE		x	$ 199.00 =	$
SCENIC PROJECTIONS	1	x	$ 450.00 =	$ 450.00
SCENIC PROJECTIONS PRO		x	$ 1,795.00 =	$
SOCIAL MEDIA MARKETING KIT		x	$ 150.00 =	$
STAGE WRITE APPLICATION		x	$ 150.00 =	$
STREAMING & REMOTE LICENSE		x	$ 75.00 =	$
VIDEO LICENSE	1	x	$ 75.00 =	$ 75.00
LOGO TEES SIX-PACK ADULT LARGE		x	$ 80.00 =	$
LOGO TEES SIX-PACK ADULT MEDIUM		x	$ 80.00 =	$
LOGO TEES SIX-PACK ADULT SMALL		x	$ 80.00 =	$
LOGO TEES SIX-PACK ADULT X-LARGE		x	$ 80.00 =	$
LOGO TEES SIX-PACK ADULT XX-LARGE		x	$ 80.00 =	$
LOGO TEES SIX-PACK CHILD LARGE		x	$ 80.00 =	$
LOGO TEES SIX-PACK CHILD MEDIUM		x	$ 80.00 =	$
LOGO TEES SIX-PACK CHILD SMALL		x	$ 80.00 =	$

Add total for all items here. ↓

ADDITIONAL MATERIALS TOTAL: . . . . . $ 600.00

ADDITIONAL MATERIALS SHIPPING . . . . . $ 0.00

(do not apply shipping charge for Video License, Logo Packs, or RehearScore):

Add. Materials Total	Ground	Rush
$0 – $100	$15.00	$44.00
$101 – $200	$19.00	$60.00
$201 – $300	$23.00	$80.00
$301 – $400	$27.00	$100.00

Add. Materials Total	Ground	Rush
$401 – 500	$31.00	$120.00
$501 – 600	$35.00	$140.00
$601 – 700	$39.00	$160.00
$700 and up	(call for shipping rates)	

Make sure to enter (above) the appropriate Additional Materials Shipping Charge based on the tables on the left. US and Canada only. Customers in other countries must contact MTI for exact shipping fees.

SALES TAX (where applicable): $ —

ADDITIONAL MATERIALS GRAND TOTAL (add this total to Contract Confirmation Page) $ 600.00

You MUST return this form along with your contract to receive materials. All sales are final. No refunds or exchanges.

* * * * Customized Poster requires purchase of Logo Pack. If you order a Customized Poster without ordering a Logo Pack, a Logo Pack (at $75) will automatically be added to your order. * * * *

AdM_JRK00

RETURN THIS PAGE ONLY IF ORDERING ADDITIONAL MATERIALS

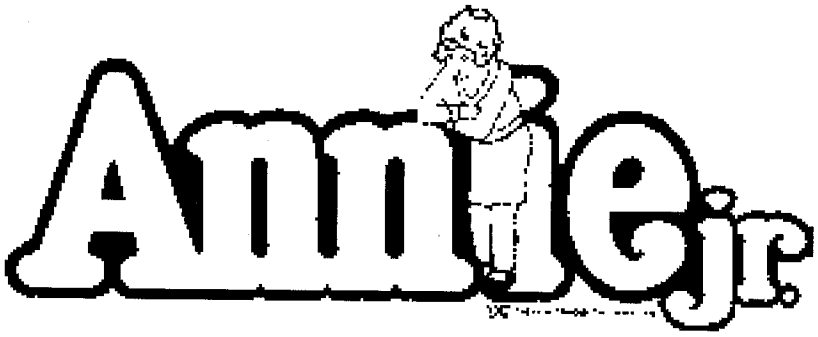
Your MTI Rep: BARBARA MORGAN
Your MTI Account Number:
Contract Number: [redacted]

AUTHOR BILLING - ANNIE JUNIOR

In accordance with the Dramatic Performing Rights License, all advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide and all of the following author billing.

It is a violation of your contract if you crop or edit this logo in any way.

[name of school]
Production of



Book by
Thomas Meehan

Music by
Charles Strouse

Lyrics by
Martin Charnin

Presented on Broadway by
Mike Nichols

Originally Produced by

Irwin Meyer

Stephen R. Friedman

Lewis Allen

Alvin Nederlander Associates, Inc.

The John F. Kennedy Center for the Performing Arts

Icarus Productions

Based on "Little Orphan Annie"®
By Permission of The Tribune Content Agency, LLC

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

MTI BILLING CREDIT

In accordance with the Dramatic Performing Rights License, all publicity materials (posters, programs, etc.) MUST include the following credit:

ANNIE JR

is presented through special arrangement with Music Theatre International (MTI).
All authorized performance materials are also supplied by MTI.
www.MTIShows.com

VIDEOTAPING WARNING

This license does NOT grant you the right** to make, use and/or distribute a mechanical recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, audiocassette, videotape, film, CD, DVD and other digital sequencing. You agree to inform all parents, students and attendees of the above prohibitions against recording the show By means of both a program note and a pre-show announcement.

In compliance with the above condition, you MUST include the following warning in your program:

The videotaping or other video or audio recording of this production is strictly prohibited.

**except with Disney titles, where a limited video license is available for $75.00

PLEASE KEEP THIS PAGE FOR YOUR RECORDS

LIMITED HOME USE VIDEO RECORDING PERMISSION

WHEN SIGNED IN THE SPACES INDICATED BELOW, AND UPON RECEIPT BY MTI OF LICENSEE'S PAYMENT OF SEVENTY-FIVE DOLLARS ($75.00), THE FOLLOWING TERMS SHALL CONSTITUTE AN AGREEMENT BETWEEN WADSWORTH MIDDLE SCHOOL (THE "LICENSEE") AND MUSIC THEATRE INTERNATIONAL ("MTI"), GRANTING LICENSEE LIMITED PERMISSION TO MAKE ONE VIDEO RECORDING OF LICENSEE'S PRODUCTION OF THE PLAY ENTITLED ANNIE JR (THE "PLAY").

If Licensee wishes to purchase a video license, please sign and return this form and pay the $75 fee (see Additional Materials Order Form).

1. Notwithstanding the general prohibition against any video recording whatsoever in the License, MTI hereby grants permission for your organization to permit one authorized videographer (who can be an individual associated with your production or a commercial videographer as set forth in Paragraph 2 below) to record a single performance of your production of the Play, subject to Licensee's strict observance of the conditions set forth herein.

2. A video recording of the Play (the "Video Recording") may be created by Licensee as a non-commercial venture for archival purposes, which video recording may not be sold, leased or rented except as provided as herein. Alternatively, Licensee may hire an outside party to professionally make one video recording of the Play provided that such video recording may only be used (a) for archival purposes, and/or (b) to make additional copies of the recording that may be provided to participants in the Play or their families for their own personal, at-home (i.e., non-commercial use). It is permissible to charge the participants in the Play or their families the duplication costs of the copies, but the videos cannot be sold for a profit and may not be distributed online or to the general public. Such outside party may not use the name of the owner of the Play or any other trademarks of the Owner in any way, except to indicate the content of the video recording. In addition, Licensee may authorize participants in the Play (i.e., cast, crew, creative team) or their families to create a video recording of the Play solely for their own personal, at-home (i.e., non-commercial) use.

3. As a condition to the rights granted herein, Licensee agrees to use good faith efforts to inform all audience members of the restrictions and limitations on video recording and the subsequent use thereof, as set forth herein. At a minimum, Licensee agrees to include a statement in the Play's program substantially in the form provided below and shall further inform audience members of the below limitations by way of an announcement prior to the start of each performance of the Play:

ANY VIDEO RECORDING MADE OF THIS PERFORMANCE IS AUTHORIZED FOR PERSONAL, AT-HOME, NON-COMMERCIAL USE ONLY. THE SALE OR DISTRIBUTION OF SUCH RECORDING IS STRICTLY PROHIBITED UNDER FEDERAL COPYRIGHT LAW.

In addition, the following notice be must be displayed as the opening 45 seconds of the video:

WARNING! THIS VIDEO RECORDING HAS BEEN CREATED SOLELY FOR PERSONAL, NON-COMMERCIAL PURPOSES WITH THE SPECIAL PERMISSION OF MUSIC THEATRE INTERNATIONAL. UNDER FEDERAL COPYRIGHT LAW, IT MAY NOT, IN WHOLE OR IN PART, BE SOLD, STREAMED, BROADCAST, DUPLICATED OR DISSEMINATED TO THE PUBLIC IN ANY WAY, BY ANY MEANS NOW KNOWN OR INVENTED IN THE FUTURE.

4. In no event may any video recording of the Play authorized herein, either in whole or in part, be otherwise reproduced and/or disseminated in any way, including broadcasting, televising, sale and/or electronic transmission and/or posting on the Internet.

5. Licensee understands that its failure to follow the above requirements, even if inadvertent, will incur liability for statutory copyright infringement under federal law. Licensee agrees that, without limiting any other recovery that MTI may obtain against Licensee, whether at law or at equity, for its breach of this Agreement, Licensee shall, at a minimum, reimburse MTI for its out-of-pocket legal fees and shall pay to MTI damages equal to three times the total license royalty fees paid or payable to MTI by Licensee for its production of the Play. In addition, Licensee shall indemnify MTI and the authors and owners of the Play and hold them harmless from any costs or expenses arising out of claims made by third parties appearing in the video, or whose work is used in the video (such as performers, musicians, directors, choreographers or designers).

6. All other provisions, terms and conditions of the License Agreement shall continue in full force and effect.

SIGN AND RETURN THIS PAGE TO MTI ONLY IF YOU WISH TO PURCHASE A VIDEO LICENSE. A FEE OF $75 APPLIES.

ACCEPTANCE

By signing below, you agree that you have read and that you understand the terms and conditions set forth in this Production Contract and the accompanying Performance License and agree to abide by terms and conditions contained therein.

PRINT YOUR NAME _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

EMAIL _____ DAY PHONE _____

VIDEO_1__3

DRAMATIC PERFORMING RIGHTS LICENSE

YOUR SIGNATURE IN THE ACCEPTANCE SECTION OF THE PRODUCTION CONTRACT WILL ACKNOWLEDGE THAT:

a) ***you have read and understood the terms, conditions and provisions set forth below;***
b) ***you are authorized to enter into the Dramatic Performing Rights License on behalf of Licensee; and***
c) ***you agree to the terms, conditions and provisions contained herein on behalf of the Licensee.***

1. Your authorized materials will consist of the nonrefundable items, as listed on the Standard Materials page, for your cast to keep.

2. You agree that
   - Ticket prices for any performance of the show shall not exceed $10.00 per ticket and
   - No performance shall take place for any audience exceeding 750 people unless such performances are free of any admission charge, donations or contributions. Any deviation from the foregoing restrictions requires the prior written permission of Music Theatre International.

3. This License grants one (1) cast the right to perform the Play as many times as you would like within the licensed dates listed on the front of this license. In any event it is a violation of this license and copyright laws to use ShowKit™ Materials in part or in whole past the license dates of this production.

4. All advertising, such as posters and program covers, must include the show logo as provided in the ShowKit™ Director's Guide. You will not make or sell merchandise bearing this logo, with the exception of t-shirts if purchased from MTI. You will inform the parents and students that they are also bound by this prohibition.

5. The student books are to be distributed to the performers and are theirs to keep. All performers in the show must be in 9th grade or younger, unless otherwise authorized in writing in advance by MTI.

6. The performance rights granted by this license apply only to the organization named on this license through special arrangement with Music Theatre International, exclusive licensing agent for live stage performances of this play.

7. You understand that this play is fully protected by Federal and International Copyright laws, and therefore:
   - You will properly credit the Authors of the Play, credit Music Theatre International and reproduce the play logo and trademark on all posters and in all programs exactly as provided.
   - You must perform this Play exactly as it has been provided to you in the materials, and you may not add or delete any music or lyrics (including adding songs or dialogue from the full version of the Play or any film version of the Play), alter any music or lyrics, change the sequence of songs or scenes, or make changes of any kind in the text of the Play, including deletions and changes to the period, characters and characterizations.
   - You will not reproduce, post or electronically transmit on the Internet or social media, rent or sell any of the materials.
   - Recording: This license does not grant you the right to (i) record and/or distribute an audio or audiovisual recording (rehearsal, performance or otherwise) of the Play or any portion of it by any means whatsoever, including, but not limited to, tape, film, CD, DVD or digital versions; or (ii) televise, broadcast, stream, make available for download or otherwise post on the Internet or through any mobile device the Play or any portion of it. You agree to inform all parents, students and attendees of the above prohibitions against recording the show by means of both a program note and a pre-show announcement If you have purchased a Streaming or Video License (where available) for your production of the Play, you may permit limited recording in accordance with the terms of the Streaming or Video License.

8. The use of makeup to alter a performer's race or ethnicity (e.g., blackface, etc.) is strictly prohibited under this license. Certain titles may have additional casting requirements set forth in a separate contract rider.

CONTRACT RIDER

RESTRICTIONS ON CHANGES TO PLAY AND USE OF REPLICA ELEMENTS

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- Make changes of any kind, including changes of music, lyrics, dialogue, sequence of songs and/or scenes, time period, setting, characters or characterizations or gender of characters in the Play, regardless of whether the authors have approved any similar changes for a prior production of the Play.
- Add music, dialogue, lyrics, scenes, scenarios, characters, framing devices or anything to the text or structure of the Play as embodied in the MTI Rental Materials, including adding any songs or dialogue from any film version of the Play or from any other version of the Play.
- Delete, in whole or in part, any material (including music, lyrics or text) from the Play as embodied in the MTI Rental Materials.
- Use any of the designs, direction, choreography, logos or artwork, or other intellectual property from any Broadway, London, or touring productions or from any film version of the Play, except as set forth below under **Permitted Uses**. The rights to all of these elements are owned by third parties and are not granted as part of this Performance License.

Permitted Uses: Notwithstanding the foregoing restrictions, Licensee may use production elements such as choreography, direction, designs and/or logos when (i) any such elements are specifically authorized for use by MTI, either as part of MTI's standard rental package (or ShowKit®, for Broadway Junior® titles), or (ii) a license to use any such element is purchased separately by Licensee, where available.

If Licensee violates any of these restrictions, Licensee acknowledges and agrees that MTI may revoke Licensee's contract and cancel the production without advance notice and without Licensee recourse of any kind, that Licensee will forfeit any prepaid fees and/or royalties in full and that Licensee may be sued for breach of contract and federal copyright infringement to the full extent of the law.

By signing the Production Contract, which incorporates by reference the terms of this Rider, the Authorized Signatory acknowledges that the Authorized Signatory:

a. has read and understands the terms above regarding changes to the Play and use of replica elements;

b. has reviewed, or will review, the terms of this Production Contract regarding changes to the Play and use of replica elements with the director and entire creative team of Licensee's production; and

c. represents and warrants that the director and creative team have been or will be instructed that (i) no changes may be made to the Play without the written consent of the Rightsholders and (ii) they shall not copy or replicate any of the creative elements of prior productions or film version of the Play.

MOHICAN
LODGE & CONFERENCE CENTER

GROUP AGREEMENT

Account:	Wadsworth City Schools
Event Name:	Wadsworth City Schools Admin Retreat
Event Dates:	06/08/2023 - 06/09/2023
Contact Name:	Steve Moore
Email:	smoore@wadsworthschools.org **Phone:** [redacted]
Address:	524 Broad Street, Wadsworth, Ohio 44281
Sales Manager:	Joan Arrowsmith / Ohio Regional Director of Sales / 330-760-1369 / jarrowsmith@greatohiolodges.com
Contract Date:	Wednesday, May 17, 2023

This Group Agreement will set forth the terms and conditions under which Mohican Lodge & Conference Center will make hotel rooms and other services available to Wadsworth City Schools for the event described above. The agenda for the group, as agreed upon by the parties, is set forth below.

Please **sign where indicated and return a complete copy, along with the deposit** (amount set forth below), to Mohican Lodge & Conference Center **by Friday, May 19, 2023**. Upon receipt of the signed Agreement, the group reservation will be held on a definite basis. If the signed Agreement and deposit is NOT received by such date, the Lodge reserves the right to release all accommodations for the requested dates.

Daily Room Block

Mohican Lodge & Conference Center

	Thu 06/08/2023
Queen View (2 Beds)	15 @ $153.00

Total Guest Room Nights Blocked = 15

LODGING/RATES
The Lodge is offering a room block with the guaranteed rates as noted above. The Group guarantees to purchase the room block in accordance with the terms outlined in this Agreement. All guest room rates are for room accommodations only and are non subject to commission. Rates do not include applicable state and local taxes (currently 7% sales tax and 6% lodging tax totaling 13%) or the 3% beautification fee. Taxes and fees shall appear as separate charges on each reservation folio and are subject to change.

GUEST ROOM RESERVATION AND PAYMENT METHOD:

INDIVIDUAL CALL-IN RESERVATION METHOD
If the group guests will make and pay for their own room reservations, the group contact will direct guests to **call the reservation line at 419-938-5411 to reserve a room under the *Wadsworth City Schools Admin Retreat* block**. A deposit of the first night's room, taxes and fees are due at the time each reservation is made and the room deposit remains fully refundable up to 72 hours prior to arrival. Rooms will be made available to the group at the contracted rates until **Wednesday, May 24, 2023.** Reservations requested after the Release Date are subject to availability at the time of reservation. The Lodge is not responsible for any adjustments due to guests booking reservations without referencing the proper group block or reservations made through any other method including, but not limited to online or on-property. Any No Shows or cancellations will be charged the first night's room rate, taxes and fees. In the event the guests wish to utilize any or all of the remaining reservation, the reservation must be reinstated (subject to availability at the time of reinstatement).

Group's guests will need to present individual credit cards upon arrival. A per room incidentals hold will be placed on all guest's individual credit card. All individual guest incidental accounts must be paid in full upon departure. Guests will be responsible for all expenses other than those expenses as authorized to be charged to the Master Account.

GUEST ROOM BLOCK RELEASE DATE: Wednesday, May 24, 2023
All reservations for the block of rooms reserved under this Agreement shall be made by the release date set forth above, whether by a name list or made individually. Any rooms in the group block not reserved by this date will be automatically placed back into the Lodge's general room inventory, unless the group otherwise guarantees to pay for the unused rooms in the block. Failure to reserve rooms in the Guest Room Block prior to the release date above does not reduce group's total guest room night commitment and does not impact the "Attrition" or "Cancellation Fees" provisions below.

GUEST ROOM BLOCK REDUCTION / ATTRITION
The Lodge is relying upon the group's use of the room nights as reserved and contracted for under this Agreement and the group acknowledges that the Lodge will incur a loss if the actual usage is less than the contracted amount. The group agrees that it will pay the Lodge $153.00 (group's average daily rate) for each room night not utilized below 80% of contracted room nights as a reasonable estimate of the harm the attrition will cause.

CHECK-IN / CHECK-OUT TIMES
Lodge guest room check-in time is 4:00 PM and check-out time is 11:00 AM. Rooms occupied beyond check-out time are subject to the day rate until 6:00 PM, after which the full rate will apply. Luggage may be stored at the Lodge front desk for individuals arriving prior to check-in time.

Folio Payment Method: Direct Bill - Purchase Order

Direct Bill Status: Approved

Tax Exemption Status: **Pending Receipt of Certificate**
If the group is a tax-exempt organization, a blanket certificate of exemption bearing the group's tax exemption number must be submitted prior to the date of arrival. All tax-exempt events and guest rooms must be paid using the group's credit card or check if approved for direct bill.

Folio Items:
The following items will be charged to the Master Account. For any item not checked, each individual will be responsible for their own incidental charges. Client's guests will need to present individual credit cards upon arrival. A per room incidentals hold will be placed on the guest's individual credit card. All individual guest incidental accounts must be paid in full upon departure. The Master Account is payable as noted in the payment method.

	Overnight Guest Rooms		Guest Room Telephone Charges
X	Meeting / Banquet Rentals		Individual Restaurant Charges
X	Catering Charges		Individual Lounge
	Audio / Visual Equipment Rentals		Gift Shop Charges
	Group Restaurant Charges		Other:

Event Details

Date	Start Time	End Time	Function Name	Guests	Setup	Room Rental
06/08/2023	9:00 AM	1:00 PM	Meeting	30	Hollow Square	$300.00
	12:00 PM	1:00 PM	Lunch	30	Table for boxed lunches	
	6:00 PM	7:00 PM	Dinner	30	Existing	
	7:00 PM	9:00 PM	Fire Pit Meeting	30	Existing	$100.00
06/09/2023	8:00 AM	12:00 PM	Breakfast	30	U-Shape	$300.00

Due to the current circumstances, menus and menu pricing may have to be modified based on the availability of products. At this time, we cannot guarantee menus or pricing more than 14 days in advance of your event.

Based on the information provided to date, the agenda for the Event is set forth above. In order to ensure that the Catering Department can plan for and provide the requested items, the food, beverage and audio visual equipment orders, along with modifications to the agenda and guaranteed guest counts related to the Event need to be provided no later than two (2) weeks prior to the Event. A 10% increase or decrease to the guaranteed number of people may be made no later than ten (10) business days (excluding holidays and weekends) prior to the Event start date.

A Banquet Event Order ("BEO") outlining the details of the Event will be sent for review and approval. A signed "BEO" will set forth the final arrangements for food and beverage orders, including menu selections, guaranteed number of guests, function room arrangements and other details. **Signed "BEOs" with the final guest count guarantee are due no later than ten (10) business days prior to the start of the Event**. *If modifications are required, signed BEOs should be submitted prior to final guaranteed guest count.*

TERMS AND CONDITIONS

FOOD AND BEVERAGE

All groups will be charged on the basis of the greater of the guaranteed number or actual number of people attending. If a final guarantee is not received on time, the number indicated on this Agreement or the guarantee, whichever is greater, will be considered the correct and guaranteed number of guests. Except as stated above, the guarantee is not subject to reduction.

Special order food or beverage items are available upon request; however, such items are non-refundable once purchased. A minimum or maximum number of guests may be required in connection with certain menus. Split menus are available; however, a minimum number and additional fees may apply. **PLEASE NOTE OUTSIDE FOOD OR BEVERAGE IS NOT PERMITTED AT ANY PROPERTY FACILITY AND FUNCTION LEFTOVERS MAY NOT BE REMOVED FROM FUNCTION AREA.**

Alcoholic beverage sales and service are regulated by the State of Ohio. The Property, as a licensee, must follow these regulations. Alcohol purchased directly from the Lodge is the only alcohol that may be consumed on the property. Guests may not bring their own alcohol into any dining facility, banquet event or any other Property facility under any circumstances. Alcoholic beverages (including special order items) may not be removed from the Property. Any guest consuming alcohol on the Property must be 21 years of age and present proof of age with a valid US state driver's license, state identification card or active military ID upon request. The Lodge reserves the right to refuse service to any guest, at any time, at its sole discretion. Alcohol service hours may be restricted by local ordinance and violation of any alcohol related regulation as set forth herein or by local ordinance will result in immediate termination of the subject event without refund.

A guest check will be presented for any items charged on a consumption basis during the Event(s) and payment is due upon presentation of the check unless approved for direct billing. Only one form of payment will be accepted and the Lodge cannot accommodate individual or split checks.

FUNCTION ROOMS

Function space is assigned based on the setup and the number of people in attendance. If the final attendance figures are less than or greater than those set forth in the agenda above or in the BEO, then adjustment to function space may become necessary. Specific function rooms cannot be guaranteed. Should advance set-up, late tear down or an excess amount of meeting space be required, additional charges may be incurred. Any changes requested in regard to the agenda after receipt of the signed Agreement will be based upon space availability with additional room set-up fee assessments. If such changes are required to be made less than 72 hours before a scheduled Event function, or if more than one room set configuration is utilized within a 24-hour period, additional fees may apply.

AUDIO-VISUAL SERVICES

The Lodge is able to arrange for most audio visual equipment needed for the Event. See the audio visual list for available equipment and pricing. Charges will be assessed based on equipment ordered as part of the BEO. The group may provide its own audio visual equipment but is solely responsible for set-up, break down and security.

RATES, FEES PAYMENT

All room rates are per room, per night, based on single, double, triple or quad occupancy as outlined. Triple or quad occupancy may be subject to an additional charge for each additional adult. Maximum occupancy varies based on room type. Roll-away beds are available for an additional charge where allowable and safe. Unless otherwise noted on the guest room chart above, rates are for rooms only and do not include transportation, meals, baggage handling, guest room attendant gratuity, surcharges or applicable taxes and fees. Any incidental or additional charges made by or on behalf of the group are due upon check out.

The room rate guarantee provided is based on the dates of the Event and the total number of rooms blocked. A minimum length of stay may be required for weekends and holidays during certain times of the year. All buildings, outlets, guest and function rooms are designated as non-smoking. A $150 per room non-compliance fee will be assessed to the group or any Individual of the group for any room found in violation of the no smoking policy.

All major credit cards are accepted for payment. The Lodge will not accept credit card or account information via email or email attachments. Credit card payments may be made by telephone or presentation of card in person. All checks must be drawn on United States' banks and be payable in US funds. Checks should be payable to the Lodge and include the group name, and the dates of the Event. Checks may only be submitted for advance payments unless approved for direct billing. The group should allow at least 10 days for receipt of any mailed payment.

The group shall be responsible for all lawful taxes and surcharges relating to the Event. Tax rates, surcharges, food and beverage pricing are subject to change. **Quoted food and beverage prices do not include the 20% service charge, 3% beautification fee or 7% sales tax**. In Ohio, the service charge is taxable. Guest room tax totals 13% (7% sales and 6% lodging). All reduction and cancellation assessments may be subject to applicable state and county taxes.

In partnership with Ohio Department of Natural Resources, Mohican Lodge & Conference Center will assess a 3% beautification fee on all purchases at the Lodge. The monies collected are designated to be used only for the continual improvement of the lodge, cabins and recreation amenities.

BILLING

Payment is due upon receipt of invoice and is considered delinquent if not paid after thirty (30) days of invoice. Delinquent accounts will result in the revocation of group's direct billing privileges at all company properties. Interest will be charged to all delinquent accounts at the greater of 1.5% compounded monthly or the maximum rate allowed by law.

CANCELLATION FEES

All group cancellations must be received in writing (phone cancellations are not accepted or considered valid). Cancellation fees will be assessed based upon the maximum number of guest rooms, meetings and meals reserved at any time under this Agreement, as follows:

- If cancellation occurs within **30 days prior to arrival,** Client will be responsible for **100% of expected guest room/cottage revenues for entire Event and 100% of estimated meeting, food and beverage revenues** for all scheduled functions.
- If cancellation occurs **31-60 days prior to arrival,** Client will be responsible for **75% of expected guest room/cottage revenues for entire Event and 50% of estimated meeting, food and beverage revenues** for all scheduled functions.

CONDITIONS, RULES REGULATIONS

The Lodge reserves the right to relocate any group to an alternate location within the Property based upon the number of guests, menu requirements, safety or weather concerns. Any decorations, equipment or shipments must be prearranged with the assigned group sales representative. All displays, exhibits, banners, decorations and signs must be approved in advance and conform to fire ordinances and any other pertinent rules or regulations. The Lodge reserves the right to require security services for any Event function at its sole discretion. Payment for security services will be the responsibility of the group. Should a disturbance arise during the Event that results in security or police authorities being called to address, the Lodge reserves the right to shut down the Event, vacate the group's guests from the premises immediately, and issue no refunds for any Event or Event function so vacated. The group agrees that all members shall abide by all posted, printed or issued rules and regulations while at the Property and while in all dining, lodging and activity locations. Rules and regulations are subject to change.

IMPOSSIBILITY/FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations should its performance thereof be delayed or prevented by force majeure. Force majeure shall include hostilities, civil commotion or riots; strike or lockout; epidemic, pandemic, norovirus, accident, fire, flood, earthquake, windstorm or explosion; lack of or failure of transportation facilities; lack of or failure of power facilities; regulation, ordinance, or requirement by any government or governmental agency having or claiming to have jurisdiction over the subject matter of this Agreement or over the parties; or any act of God or of Government; or any cause, existing or future, which is beyond the reasonable control and without the fault or negligence of the parties.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state and local laws, including health and safety codes, alcoholic beverage control laws, disability laws and the like. Hotel and Group agree to cooperate with each other to ensure compliance with such laws.

EXTENT OF AGREEMENT; AMENDMENT

This Agreement, and any exhibits attached hereto, represents the entire and integrated agreement between the Lodge and the Group and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instruments signed by both the Lodge and Group.

CONFIRMATION

The group contact's signature on this Agreement below shall constitute legal representation that Wadsworth City Schools Admin Retreat accepts all of the terms and conditions described herein. **This Agreement must be returned to the Lodge signed by group contact no later than Friday, May 19, 2023** or it will be deemed invalid and of no effect. IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

Customer Signature:

[redacted]

Name: Steve Moore

Position: Asst. Superintendent

Company: Wadsworth City Schools

Date: 05/24/2023 6:00:25 PM

Venue Signature: [redacted]

Name: Joan A Arrowsmith

Position: Ohio Regional Director of Sales

Company: Mohican Lodge & Conference Center

Date: 05/24/2023 8:30:23 PM

Completion Certificate

The University of Akron
College of Health and Human Sciences
School of Counseling

SCHOOL COUNSELING PROGRAM

MEMORANDUM OF AGREEMENT

This agreement is made this 23rd day of May by and between Wadsworth City Schools (hereinafter referred to as the School) and agreement will be effective for a period from 8/28/23 to 12/10/23 Student Intern Renee Onderak.
This Memorandum of Agreement serves as a supervision contract between host school/supervisor, internship course instructor and student.

Student Information

Trainee's Name:	Renee Onderak	Student ID:	2966382
Trainee's Degree Program:	School Counseling Master's Program	Semester/Year:	7th Semester / 3rd Year
Phone Number:	[redacted]	Email Address:	[redacted]

University Course Instructor Information

Course Instructor's Name:	Gretchen Tucker	Course Number (related to training experience):	COUN 685 Internship
Course Instructor's Phone Number:	[redacted]	Course Instructor's Email Address:	[redacted]

Site Host/Supervisor Information

Site Host/ Supervisor's Name and License #:	Ashley Bonenfant 08127126	Name of Site (school name):	Wadsworth City Schools
Site Supervisor's Phone Number:	330-335-1480	Site Supervisor's Email Address:	abonenfant@wadsworthschools.org

Site Supervisor's Full Mailing Address	151 Main St. Wadsworth, OH 44281

Direct Client Service Responsibilities (scope of practice approved by site host/supervisor and instructor)

Types of Duties/Modalities Provided:	• individual counseling • group counseling • various meeting participation • classroom lessons

ROLES AND RESPONSIBILITIES

- Training shall take place only during the dates specified below.
- A new Memorandum of Agreement shall be completed for each training site/supervisor.
- Memorandum of Agreement must be signed by site host/supervisor and student before training experience (e.g., clinical work) begins.

Dates of Training Experience	From (M/D/Y):	8/28/23	To (M/D/Y):	12/10/23	

The UNIVERSITY COURSE INSTRUCTOR shall be responsible for the following:

1. Selecting a student who has successfully completed all the prerequisite courses and the Practicum experience.
2. Designating a qualified faculty member as the Internship Supervisor who will work with the SCHOOL in coordinating the internship experience.
3. Notifying the student that he/she must adhere to the administrative policies, rules, standards, schedules, and practices of the SCHOOL.
4. Informing the student that he/she must have adequate liability insurance.
5. Monitoring all academic and course requirements as outlined in the syllabus
6. Monitoring duties of students ensuring that they are operating within the scope of practice and the ASCA/ACA code of ethics.
7. Assigning a course grade
8. Contacting the school site supervisor once each semester either face to face or by phone
9. Monitoring of student performance during internship, verifying direct service contact hours, and score of practice.

The SCHOOL/TRAINING SITE shall be responsible for the following:

1. Interviewing candidates and determining appropriate fit for school site

2. Providing the Intern with an overall orientation to the School's specific services necessarily for the implementation of the Internship experience.
3. Designating a qualified and appropriate licensed professional (certified or licensed school counselor with at least 2 years of experience) as Site Supervisor. The Site Supervisor will be responsible, with the approval of the Administration of the School, for providing opportunities for the Intern to engage in a variety of counseling activities under supervision, and for evaluating the Intern's performance.
4. Providing the Intern with adequate work space, telephone, office supplies and staff support to conduct professional activities.
5. Adhering to ASCA/ACA ethical codes

STUDENT shall be responsible for the following:

1. Attesting to having read and understood the American School Counseling Association and American Counselor Association ethical standards. Student Intern will practice counseling in accordance with these standards. Any breach of these ethics or any unethical behavior on Student Intern's part will result in removal from Internship, a failing grade, and documentation of such behavior will become part of the permanent academic record.
2. Reviewing polices in both the course syllabus and program handbook
3. Agreeing to adhere to the administrative policies, rules, standards, and practices of the internship site.
4. Agreeing to inform immediately, both SCHOOL and UNIVERSITY supervisors regarding concerns or issues as related to the internship experience.
5. Understanding that a passing grade in Internship is contingent upon having demonstrated a competent skill level, as well as completion of all required paperwork and hours.
6. Informing the university course instructor immediately about any site or supervisor-related issues that may negatively impact his/her learning or fulfillment of academic requirements.
7. Actively participating in supervision session with site supervisor
8. Ensuring that a new memorandum of agreement form is signed if they are changing schools.
9. Staying abreast of laws and ethical codes related to working in schools with minors.
10. Adherence to ASCA/ACA ethical codes
11. Obtaining liability insurance

EQUAL OPPORTUNITY: It is agreed by all parties that there will be no discrimination on the basis of race/ethnicity, nationality, age, gender identity, sexual orientation, and/or social class.

FINANCIAL ARRANGEMENTS: There are no financial stipulations in this agreement.

Right of TERMINATION:

It is agreed to by the parties below that the site host/supervisor/organization maintains the right to terminate the student's training experience, only after due process through implementation of a remediation plan, when professional behaviors are detrimental to the operation of the site or those it serves. The student/trainee and the university course instructor will be notified before termination is considered.

The undersigned agree that the information provided in this agreement is accurate, and all guidelines will be adhered to throughout the training experience:

SCHOOL Supervisor/ licensed school counselor DATE

UNIVERSITY Internship Instructor DATE

STUDENT DATE

Prevention Awareness Support Services

Allen / Auglaize / Hardin Counties
309 W High St.
Lima, OH 45801
419-548-8590

Union County
648 Clymer Rd.
Suite 120
Marysville, OH
45040
937-645-0141

Delaware / Morrow Counties
30 Troy Rd.
Delaware, OH
43015
740-513-4211

Mercer / Paulding / Van Wert Counties
620 N. Cherry St.
Van Wert, OH
45891
419-549-8530

Champaign / Logan Counties
2527 U.S. 68,
Suite 3
Bellefontaine, OH
43311
937-595-5000

Mission:
To create safer and healthier communities through awareness, education, prevention, and support.

A 501c3 Non-Profit Organization

A United Way Partner Agency

May 11, 2023

Gayle Telford, LISW, LICDC
Buckeye Local Schools
Prevention Coordinator/Counselor
3084 Columbia Rd.
Medina, Ohio 44256

Dear Ms. Telford:

I would like to thank you for the opportunity to provide estimated costs to present the International Critical Incident Stress Foundations' CISM - Managing School Crises: From Theory to Application course. The training will prepare educational, counseling, and mental health professionals to jointly provide school response and peer support following tragedies. We have blocked November 8 & 9, 2023, for the training.

The course is a 14-hour course over two days. Based on your information, I will be using the high number of 55 participants for purposes of estimating costs. Any snacks or lunch arrangements will be at your discretion and responsibility. I will provide you with a digital copy of the PowerPoint if you'd like to prepare copies for participants. They will receive a participant book; however, the slides are not included in the book.

The costs will be as outlined below (please note the size of your group warrants a second presenter):

Instructional Fee (presenter, mileage)	$1,677
Second Instructor (over 25 participants)	250
Per Diem	76
Course Registration fee to ICISF	150
Shipping	50
ICISF Books & Certificates ($25 per participant)	1,375
Hotel/Lodging	250
Estimate Total	$3,828

Do you want me to have ICISF register the course as open registration? We previously used a participant cost of $150. Do you want to use that number? As we get closer to the date, please provide me with contact information for external registrations. Also, the above quote is for 55 participants, should registration exceed 55, there will be a $25 per participant cost and I will need to order additional books to meet the need.

I will share digital copies of the appropriate handouts we utilize for our team. You will be able to make copies of the PowerPoint for your participants to reference during the presentation. All participants will receive a course completion certificate from ICISF, and I've applied for Ohio Counselor, Social Workers & Marriage & Family Therapists to receive 13 hours of CE (pending).

Please feel free to reach out with any questions.

Regards,

[redacted]

Rick Skilliter, OCPS, CTR, CCISM
Approved ICISF Instructor

Agreed to on behalf of the Medina School Crisis Response Team

_____ _____

Name Date

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

This Memorandum of Understanding is entered into this 24th day of May 2023, 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, 9.02 D., Preparation Time, states the following (please note, this language is taken from the Negotiated Agreement that will begin on July 1, 2023, as the MOU impacts the 2023-2024 school year):

"*1. A bargaining unit member will, in addition to his/her lunch period, have daily preparation time during which he/she will not be assigned any other duties (except as provided in Section 5.04, herein) or be required to attend any meetings. This planning time shall be during the student day, inclusive of travel time to escort students, and shall be as follows:*

a. Elementary – Two hundred eighty-five (285) minutes per five-day workweek. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each elementary member. Any additional daily planning segments shall be no less than fifteen (15) consecutive minutes.

b. Intermediate – There will be two-hundred eighty-five (285) minutes per five-day work week. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each member. Minutes per work week, minutes per day and minutes per minimum planning segment may be altered due to a modified schedule.

c. Middle School – One (1) regular class period.

d. Senior High School – One (1) regular class period."

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

1. With the creation of the new alternative school, the Grizzly Academy, starting in 2023-2024 school year for students in grades K-4, the hours in a school day for students in the Academy will be reduced, when compared to the hours in a school day for students in our traditional elementary schools. As a result, there is a need to allow for more flexible scheduling of teacher schedules because the teacher workday will remain at seven (7) paid hours and a thirty (30) minute unpaid lunch.

2. For the 2023-2024 school year, as the team of educators at the Grizzly Academy work through how to best set the student and teacher schedule, preparation time may occur outside of the student day but within the teacher workday, provided all other provisions of 9.02 D., as written above and found in the *Negotiated Agreement*, are followed.

3. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year beyond the 2023-2024 school year.

4. 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

_____

Stephine Schmeltzer, WEA Co-President

_____

Rob Earle, WEA Co-President

For the Wadsworth City School District Board of Education

_____

Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 19 day of May in the year 2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19th day of May in the year 2023 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

GMP #3- Wadsworth City School District – Site & Utilities
649 Broad St.
Wadsworth, OH 44281

THE OWNER:
(Name, legal status, and address)

Wadsworth City School District Board Of Education
524 Broad Street
Wadsworth, OH 44281

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Hammond Construction, Inc.
1278 Park Avenue, SW
Canton, OH 44706

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One million, nine hundred sixty-three thousand, three hundred thirty-three and 57/100 ($

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User Notes:

1,963,333.57), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Refer to Attachment #1

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

See Attachment #2

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)
See Attachment #3

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

5/31/2023

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: 9/26/2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attachment #4

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attachment #4

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

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See Attachment #5

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Attachment #6

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

N/A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	William A. Schurman President *(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:45:42 ET on 05/17/2023.

PAGE 1

This Amendment dated the 19 day of May in the year ~~,~~2023, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 19th day of May in the year 2023 (the "Agreement")

...

GMP #3- Wadsworth City School District – Site & Utilities
649 Broad St.
Wadsworth, OH 44281

...

Wadsworth City School District Board Of Education
524 Broad Street
Wadsworth, OH 44281

...

Hammond Construction, Inc.
1278 Park Avenue, SW
Canton, OH 44706

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One million, nine hundred sixty-three thousand, three hundred thirty-three and 57/100 ($ 1,963,333.57), subject to additions and deductions by Change Order as provided in the Contract Documents.

PAGE 2

Refer to Attachment #1

...

See Attachment #2

~~Item~~ ~~Price~~

...

~~Item~~ ~~Price~~ ~~Conditions for Acceptance~~

...

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See Attachment #3

~~Item~~ ~~Units and Limitations~~ ~~Price per Unit ($0.00)~~

...

[X] Established as follows:

...

5/31/2023

PAGE 3

[X] By the following date: 9/26/2025

...

~~Portion of Work~~ ~~Substantial Completion Date~~

...

~~Document~~ ~~Title~~ ~~Date~~ ~~Pages~~

...

See Attachment #4

...

See Attachment #4

...

~~Title~~ ~~Date~~ ~~Pages~~

PAGE 4

See Attachment #5

~~Item~~ ~~Price~~

...

See Attachment #6

...

N/A

...

William A. Schurman President

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(1903445594)
User Notes:

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, William A. Schurman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 07:45:42 ET on 05/17/2023 under Order No. 2114415902 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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User Notes:

Wadsworth City Schools
Site & Utilities
Hammond Construction GMP #3
May 19, 2023

GMP ATTACHMENT 1/ Itemized Statement

Below is an itemized statement of GMP #3, referenced in Article A.1.1.2 of the GMP Amendment.

GMP Item		Previous GMPs	Current GMP	Cumulative Total
1.	All Work CMR Proposes to provide through Subcontractors	$185,893.00	$1,711,436.00	$1,897,329.00
2.	All Work CMR Proposes to Self-Perform	$0.00	$0.00	$0.00
3.	Allowances included GMP	$10,000.00	$50,500.00	$60,500.00
4.	CMR Construction Stage Personnel Costs	$2,000.00	$80,504.00	$82,504.00
5.	CMR General Conditions	$4,680.00	$55,812.00	$60,492.00
6.	COST OF WORK (COW), Subtotal Lines 1-5 Above	$202,573.00	$1,898,252.00	$2,100,825.00
7.	CMR Contingency (1.5% of COW)	$3,038.60	$28,473.78	$31,512.38
8.	Subtotal, Line 6 + Line 7	$205,611.60	$1,926,725.78	$2,132,337.38
9.	CMR Fee (1.9% of Line 8 Above)	$3,906.62	$36,607.79	$40,514.41
10.	**GMP Contract Sum Total** (Line 8 + Line 9)	$209,518.21	**$1,963,333.57**	$2,172,851.78

GMP ATTACHMENT 2 / Alternates

Although not included in the GMP totals, the following bid alternates have been solicited.

#	Item	Status	Value
#1	Fill Material Contingency Plan	Not Included in GMP	$74,719.19
#2	Building Pad Cement/Lime Soil Stabilization	Not Included in GMP	$194,311.07
#3	Topsoil Material	Not Included in GMP	$335,207.18

GMP ATTACHMENT 3 / Unit Prices

Included in the GMP totals, the following bid alternates have been solicited.

#	Item	Status	Value
31A-01	Unsuitable Soils Import Fill Material	Included in GMP	$85.42 per Cubic Yard $21,355.00 Total Included
31A-02	Unsuitable Soils Onsite Fill Material	Included in GMP	$60.72 per Cubic Yard $15,180.00 Total Included

GMP ATTACHMENT 4 / Basis Documents

Included herein is a list of documents upon which the GMP is based, as referenced in Articles A.3.1.2 and A.3.1.3 of the GMP Amendment.

1. Wadsworth City Schools – Intermediate School Site Package issued by Holabird & Root on March 31, 2023
2. Wadsworth City Schools – Intermediate School Bulletin SP – 001 issued by Holabird & Root dated May 05, 2023

GMP ATTACHMENT 5 / Allowances

The following lump sum allowances are included in this GMP #3. The individual descriptions provide the rationale for each allowance plus specific parameters relative to how each allowance will be managed.

A. **Allowance 31A-01** – Unit Price based Allowance of 250 CY for removal of unsuitable soils and replacement with ODOT 304 Limestone Aggregate Base Material as directed by the Geotechnical Engineer. This is to be included in the Base Bid for the Contract Sum of Bid Package 31A. Upon Written direction from the CMR under consultation of the Architect / Owner's geotechnical engineer, Contractor shall excavate, haul off-site and dispose of in a legal manner, material deemed by the Geotechnical engineer to be unsuitable. Contractor will then import fill material for the purpose of replacing unsuitable material removed from the site. The unit price shall include all direct and indirect costs associated with the excavation, loading, trucking, disposal off site, and placement of void with ODOT 304 Limestone Aggregate Base Material. This allowance will not be utilized to remedy any on site material that becomes unsuitable solely as a result of the contractor's failure to adequately de-water the site. The off-site source shall be submitted at least five (5) work days in advance of execution of this work to enable the owner to conduct soil and environmental testing of the proposed material. In the event that the material is determined by the owner's testing consultants to be unacceptable, Contractor shall provide an alternate fill source at no additional cost.

B. **Allowance 31A-02** – Unit Price based Allowance of 250 CY for removal of unsuitable soils and replacement with acceptable on-site material as directed by the Geotechnical Engineer. This is to be included in the Base Bid for the Contract Sum of Bid Package 31A. Upon Written direction from the CMR under consultation of the Architect / Owner's geotechnical engineer, Contractor shall excavate, haul off-site and dispose of in a legal manner, material deemed by the Geotechnical engineer to be unsuitable. Contractor will then utilize suitable on-site material for the purpose of replacing unsuitable material removed from the site. The unit price shall include all direct and indirect costs associated with the excavation, loading, trucking, disposal off site, and placement of void. This allowance will not be utilized to remedy any on site material that becomes unsuitable solely as a result of the contractor's failure to adequately de-water the site.

C. **Allowance 31A-03** – Lump sum allowance of $15,000 is to be included in the Base Bid for the Contract Sum of Bid Package 31A. This allowance is to be used in coordination with the CM in order to excavate to the existing hand dug well and fill the well with flowable fill material.

GMP Attachment 6 / Assumptions and Clarifications

The following assumptions and/or clarifications pertain to Hammond Construction's GMP #3 Submission for the Wadsworth City School District Site & Utilities project.

GENERAL

1) This GMP assumes obtaining the NPDES permit and City of Wadsworth plan approval by June 16, 2023.

2) This GMP assumes that the costs for permit/inspections/fees will be paid for by others. Hammond Construction will coordinate directly with the AHJ for scheduling of inspections.

3) This GMP does not include any utility company (electric/gas/communication) costs/fees, including but not limited to, engineering/design fees, installation/connection/tap fees, disconnect/plugging/removal fees.

4) This GMP assumes that an independent testing to perform all required materials testing & special inspections will be paid for by others. Hammond Construction will communicate directly with the independent testing agency unless they fail to respond with a 24 hour notice.

5) This GMP assumes electronic drawing files in editable format will be available from Holabird & Root at no additional cost for coordination and submittal purposes.

6) This GMP does not include removal or handling of any hazardous materials or deleterious materials that may be discovered as a result of earthwork activities. This GMP does include allowances for removal and replacement of unsuitable soils.

7) This GMP assumes the aggregate base below the slab on grade is four inches.

8) This GMP assumes the final grades account for adequate cover over existing utilities as noted within the documents, example see notes on Sheet C609 indicating to "maintain two foot minimum cover over existing".

9) This GMP includes soil testing for topsoil but does not include modifications or amendments of the existing soil if they are determined as necessary or needed prior to respread in the lawn and landscape bed locations.

RESOLUTION TO DECLARE INTENTION TO CONSIDER THE TERMINATION OF CONTRACT WITH FULL SPECIFICATION OF THE GROUNDS FOR SUCH CONSIDERATION

The Wadsworth City School District Board of Education ("Board") met in special session on May 30, 2023, with the following members present:

Jill Stevens, President
Julie Batey, Vice President
Amanda Gordon, Board Member
Linda Kramer, Board Member
Gary McComas, Board Member

_____ moved for adoption of the following resolution:

WHEREAS the Board believes that the conduct of Scott Larch ("Larch") constitutes grounds for termination under Board Policy 1541, R.C. 3319.02, R.C. 3319.16, and applicable laws, and that the character of the charges against Larch warrants suspension of Larch without pay pending action to terminate.

WHEREAS, on May 15, 2023, a pre-discipline/pre-termination meeting/conference was conducted to provide Larch the opportunity to appear before the Superintendent to show cause why the employment contract of Larch should not be suspended and terminated.

WHEREAS Larch has been given the opportunity to appear before the Superintendent to show cause why the employment contract of Larch should not be suspended and terminated.

WHEREAS the Superintendent recommends that the Board suspend Larch without pay or other fringe benefits effective May 30, 2023, pending final action to terminate the employment contract of Larch if, in the Board's judgment, the character of the charges warrants such action; and

WHEREAS the Superintendent recommends that, before terminating the employment contract of Larch, the Board shall furnish Larch a written notice signed by the Treasurer of the Board's intention to consider the termination of the employment contract of Larch with full specification of the grounds for such consideration.

NOW THEREFORE BE IT RESOLVED that it is the intention of the Board to proceed to consider the termination of the employment contract of Larch for good and just cause and that the specification of the grounds for such consideration is as follows:

1. On or about May 3, 2023, Larch instructed an employee to remove plaster from a ceiling installed in 1927 even though Larch had concerns that the plaster contained hazardous materials.

2. During the pre-discipline/pre-termination meeting/conference, Larch admitted the allegations of May 3, 2023, and admitted that Larch had prior asbestos training and were aware of the risks and hazards of Larch's actions and inactions.

3. Larch's actions and inactions amount to the failure to perform Larch's services with integrity, high ideals, and human understanding as evidenced by Larch's failure to (1) maintain high standards in Larch's working relationships; (2) provide professional leadership in the District and community; (3) perform Larch's duties; (4) recognize basic dignities of all individuals with whom Larch interacts in the performance of Larch's duties; (5) exercise due care to protect the mental and physical safety of students, colleagues, and subordinates; (6) seek and apply the knowledge and skills appropriate to assigned responsibilities; (7) maintain standards of exemplary professional conduct and conform Larch's behavior to the code of ethics as adopted from the American Association of School Administrators' Statement of Ethics for School Administrators; (8) make the well-being of students the fundamental value of all decision making and actions; (9) fulfill professional responsibilities with integrity; (10) obey local, state, and national laws; and (11) implement the Board's policies and administrative rules and regulations.

4. Larch failed to perform the duties and responsibilities as set forth in Larch's job description, a copy of which is attached hereto and incorporated herein.

5. Larch failed to maintain a standard of care for the supervision, control, and protection of students commensurate with Larch's assigned duties and responsibilities as evidenced by Larch's failure to report immediately to the Superintendent/Designee any safety hazard or other potentially harmful condition or situation Larch detected.

6. Larch failed to maintain an environment free from hazards as can reasonably be provided in accordance with the law.

7. Larch failed to provide reasonable and adequate protection to the lives, safety, and health of employees and students in compliance with the law.

8. Larch failed to report health and safety conditions within the facilities of the District and take appropriate action on any violations thereof to the Superintendent.

9. Larch failed to comply with the District's comprehensive program designed to provide a healthy, safe, and secure environment on District property and at District-sponsored activities by availing Larch of the most current, proven technologies in the fields of health, safety, and environmental sciences without regard to student, employee, and/or visitor health and safety.

10. Larch failed to comply with all laws to protect students and staff members from hazards that may result from industrial accidents beyond the control of school officials or from the presence of asbestos materials used in previous construction.

11. Larch's actions and inactions amount to violations of written rules and regulations as set forth by the Wadsworth City School District Board of Education ("Board") including, but not limited to, Policies 1200 (Administrator Ethics), 1400 (Job Description), 1613 (Student Supervision and Welfare), 7430 (Risk Reduction Program), 8405 (Environmental Health and Safety Issues), and 8431 (Preparedness for Toxic Hazard and Asbestos Hazard), as well as all applicable administrative guidelines, all of which are attached hereto and incorporated herein at http://www.boarddocs.com/oh/wadsoh/Board.nsf/Public?open&id=policies.

12. Larch's actions and inactions amount to incompetency.

13. Larch's actions and inactions amount to inefficiency.

14. Larch's actions and inactions amount to insubordination.

15. Larch's actions and inactions amount to discourteous treatment of the public.

16. Larch's actions and inactions amount to neglect of duty.

17. Larch's actions and inactions amount to misfeasance, which is generally defined as the unintentional act of engaging in an action or duty but failing to perform the duty correctly.

18. Larch's actions and inactions amount to malfeasance, which is generally defined as intentional conduct that is wrongful or unlawful, especially by public officials/employees.

19. Larch's actions and inactions amount to nonfeasance, which is generally defined as the omission to perform a required duty or the failure to act when a duty to act existed.

20. Larch's actions and inactions amount to good and just cause for termination.

NOW THEREFORE BE IT FURTHER RESOLVED that the Board shall not proceed with formal action to terminate the employment contract of Larch until after the tenth day Larch has been furnished a written notice signed by the Treasurer of the Board's intention to consider the termination of the employment contract of Larch with full specification of the grounds for such consideration.

NOW THEREFORE BE IT FURTHER RESOLVED that, within ten days after receipt of the notice from the Treasurer, Larch may file with the Treasurer a written demand for a hearing before the Board or a referee pursuant to the applicable rights granted to Larch under Board Policy 1541, R.C. 3319.02, R.C. 3319.16, R.C. 3319.161, and applicable laws.

NOW THEREFORE BE IT FURTHER RESOLVED that Larch is suspended without pay or other fringe benefits effective May 30, 2023, pending final action to terminate the employment contract of Larch as, in the Board's judgment, the character of the charges warrants such action.

NOW THEREFORE BE IT FURTHER RESOLVED that the Treasurer, after consultation with legal counsel, shall prepare and mail to Larch by regular and certified mail, as well as hand delivery, if possible, a notice of the instant resolution, which includes a full specification of the grounds for the intention to consider the termination of the employment contract of Larch.

_____ seconded the motion.

Upon roll call on the adoption of the Resolution, the vote resulted as follows:

Jill Stevens, President	_____
Julie Batey, Vice President	_____
Amanda Gordon, Board Member	_____
Linda Kramer, Board Member	_____
Gary McComas, Board Member	_____

ADOPTED: _____
ATTEST: _____
Douglas Beeman, Treasurer

TREASURER'S CERTIFICATION

The foregoing is a true and correct excerpt from the minutes of the meeting on May 30, 2023, of the Wadsworth City School District Board of Education showing the adoption of the Resolution hereinabove set forth.

WADSWORTH CITY SCHOOLS

SUPERVISOR OF FACILITIES AND GROUNDS

JOB DESCRIPTION

Title: Facilities and Grounds Supervisor

Reports To: Superintendent or his/her designee

Employment Status: Full Time (12 month)

W.S.S.A. Status: Exempt

General Description:

Manages day to day operations which relate to facilities including maintenance and the cleaning of school buildings and grounds. Ensures that all tasks performed by facilites (custodial and maintenance) personnel are of high quality and meet professional standards. Responds to emergencies on a 24 hour on-call basis. Will ensure proper training of the facilities staff (custodial and maintenance) in providing a clean, safe, and comfortable environment throughout the school District. Such training includes, but is not limited to, safety practices, maintenance of facilities (buildings and grounds), power machinery operation and its maintenance, understanding the application of any chemicals used in caring for the District's facilities, and basic cleaning techniques. Promotes safety practices and procedures consistent with OSHA/PERRA Standards and Ohio Administrative Code.

Qualifications:

1. Valid driver's license.
2. High school diploma or equivalent.
3. Demonstrate competency with current technologies related to the field.
4. Familiar with preventive maintenance programs and cleaning routines.
5. Able to participate in and/or facilitate 24 hour on call service.
6. Minimum of six years facilities management preferred.
7. Demonstrates general knowledge of facility maintenance and cleaning.
8. Good health and good attendance record. Capable of lifting 75 pounds unassisted.
9. Able to operate a variety of machinery.
10. Physically able to perform items listed in essential duties.
11. Validation of qualifications as determined by interview.
12. Other relevant criteria as determined by the Board of Education, Superintendent and/or designee may find appropriate are acceptable.

Required Knowledge, Skills and Abilities:

Strive to remain current with knowledge, skills, and abilities as related to position. Have general working knowledge of all aspects of facilities (buildings and grounds) maintenance and cleaning. Must be able to work as a team and/or independently.

Essential Duties:

1. Manages the care, cleaning, condition, appearance, repair, or replacement of all physical equipment, buildings, facilities, and grounds.
2. Will assist the Superintendent or his/her designee with the District's Safety Program.
3. Determine designee when unavailable outside normal work hours.
4. Develop and manage training programs for facilities (maintenance & custodial) personnel.
5. Oversee the evaluation, prioritizing, and tracking of work orders. Ensure tasks are completed in a timely fashion. Ensure verbal work orders are followed with written confirmation.
6. Assign and distribute work loads to facilities (maintenance and custodial) personnel.
7. Validate time sheets of facilities (maintenance and custodial) personnel.
8. Evaluate the performance of facilities (maintenance and custodial) personnel.
9. Access the recommendations of subordinates for the purchase of necessary supplies and order accordingly.
10. Conduct routine inspections of the buildings to determine areas of needed repair and cleanliness and report issues that require immediate attention to the Superintendent.
11. Conduct inspections of the buildings with the Superintendent to determine areas of needed repair, status of cleanliness, renovations, and construction.
12. Maintain inventory procedures for supplies, materials and equipment of the Facilities Department.
13. Maintain a system of records for maintenance activities and cleaning schedules.
14. Maintain and coordinate safe facilities and grounds as appropriate for all weather conditions.
15. Complete all paper work and reports as required by the District administration.
16. Serve as a source of information on areas involving buildings and grounds, keeping informed of new cleaning/maintenance techniques and operations.
17. Coordinate the loading and unloading of trucks and other deliveries as assigned.
18. Coordinate deliveries when requested with in the district
19. Work cooperatively with other department supervisors and building administration.
20. Work with vendors, suppliers, and contractors to obtain fair pricing, quality materials, and services for job needs.
21. Assists District Administration with capital project management and coordination.
22. Work with educational staff (principals, teachers, etc.) to resolve building issues.
23. Promote good relations with the City of Wadsworth, Medina County, and all Safety and Regulatory Agencies.
24. Assist Superintendent with development of and compliance with Departmental Budget.

Other Duties:

1. Serve as a role model for students in how to conduct themselves as citizens and as responsible, intelligent human beings.
2. Help instill in students the belief in and practice of ethical principles and democratic values.
3. Conduct other duties related to the facilities supervisor as assigned by the Superintendent or his/her designee.

Equipment Operated:

Operate as directed all equipment related to position that may include but not limited to:

1. Power equipment including but not limited to snow removal equipment, lawn mowing equipment, forklifts, pallet jacks, air hammer, etc.
2. Hand tools, both power and non-power including but not limited to tape measure, drills, hammer, saws, screwdrivers, levels, trowels, wire cutters, pliers, etc.
3. Rotary scrubber, automatic floor scrubber, floor burnisher, air compressors, vacuum cleaners, weed trimmers, pressure washers, and other custodial/cleaning machines, as it becomes necessary to introduce such into the custodial work force.

Additional Working Conditions:

1. Occasional operation of a vehicle or machinery under inclement weather conditions.
2. Frequent use of machinery, electrical, and mechanical.
3. Occasional work at elevated heights.

Terms of Employment:

The Wadsworth City School District Board of Education Salary Exempt Employee Benefit Provision Manual in accordance Ohio Revised Code; and terms and conditions of employment as per federal law.

Evaluation:

In accordance with the provisions and policies of the Wadsworth City School District Board of Education and the Salary Exempt Employee Benefit Provision Manual, will evaluate performance of this position.

Note: The above lists are not ranked in order of importance.

This job description is subject to change and in no manner states or implies that these are the only duties and responsibilities to be performed by the employee. The employee will be required to follow the instructions and perform the duties required by the incumbent's supervisor, appointing authority, or designee.

_____ _____

Superintendent or Designee Date

My signature below signifies that I have reviewed the contents of my job description and that I am aware of the requirements of my position.

_____ _____

Signature Date

TITLE: **Facilities and Grounds Supervisor**

Revision Date: December 11, 2017