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**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, JUNE 12, 2023

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA ADDENDUM

VII. Administrative Items

A. Personnel Consent Items

9. Recommendation to pay Jessica Menser, teacher, as follows:

a) Work prior to July 1, 2023: \$38.01/hour

10. Recommendation to approve Brenna Walker as a volunteer for extended school year services

B. Action Consent Items

24. Recommendation to approve the following Agreements between Trane and the Wadsworth City School District Board of Education:

a) Service Agreement for the period of July 1, 2023 through June 30, 2026

b) SC+ Controller Upgrade

25. Recommendation to approve the Edmentum Order Form for the period of August 14, 2023 through August 13, 2026 with the Terms of Service and Privacy Policy previously approved by the Board of Education on August 25, 2022

C. Personnel Items

3. Recommendation to approve the Resolution Terminating Contract (Scott Larch)

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Regular Stated Meeting

June 12, 2023

Agenda Addendum Detail Sheet

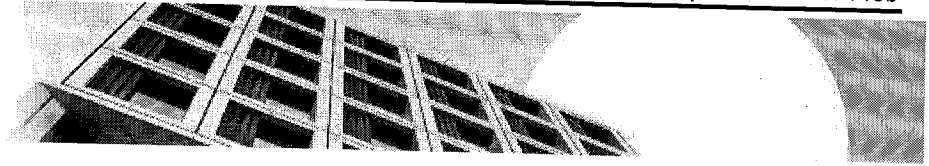
VII. Administrative Items

A. Personnel Consent Items

9. **Jessica Menser:** The recommendation to pay Ms. Jessica Menser \$38.01/hour for work completed prior to July 1, 2023 being recommended for approval will allow Ms. Menser to complete planning work with the other teachers at the Grizzly Academy. Ms. Menser was hired as a teacher, starting in the 2023-2024 school year, at the May 15, 2023 Board of Education meeting.

B. Action Consent Items

24. **Trane Agreements:** The Trane Service Agreement for the period of July 1, 2023 through June 30, 2026 and the SC+ Controller Upgrade being recommended for approval are necessary for preventive maintenance and upgrade of our HVAC systems at Isham, Overlook, and Valley View Elementary Schools.
25. **Edmentum:** The Edmentum Order Form for the period of August 14, 2023 through August 13, 2026, with the Terms of Service and Privacy Policy previously approved by the Board of Education on August 25, 2022, being recommended for approval will allow our school district to continue to purchase the APEX Learning Curriculum during the 2023-2024, 2024-2025, and 2025-2026 school years. This program is used for credit recovery at the high school and for certain students in lieu of expulsion.



Trane U.S. Inc.
9555 Rockside Road, Suite 350
Valley View, OH 44125
Phone: (216) 654-1000
Service Contact: (216) 654-1000

June 1, 2023

Steve Moore
Wadsworth City Schools
524 BROAD STREET
Wadsworth, OH 44281-4428 U.S.A.

ATTENTION: Steve Moore

SUBJECT: Continuation of Service Agreement [REDACTED]

Your Trane Service Agreement is scheduled for renewal on 7/1/2023. To assure that there will be no interruption of service and benefits to Wadsworth City Schools your Service Agreement will be extended through 6/30/2026. The adjusted Service Fees for all sites is set forth in the following table:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	52,110.00	52,110.00	Annual
Year 2	54,594.00	54,594.00	Annual
Year 3	57,204.00	57,204.00	Annual

The Annual Amount and Payment information set forth above DO NOT include applicable sales tax. Applicable sales taxes will be included upon generation of the invoice for the renewed Service Agreement. Payment of applicable sales tax is the responsibility of the Customer.

If there is any reason why this Service Agreement should not be extended through this period, please notify Trane in writing 30 days prior to the renewal date indicated above. If so notified, Trane can continue at your discretion to provide services beyond the renewal date at our standard time and material rates.

Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 1,563.30 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

SCOPE OF SERVICE

The Scope of Service for the new agreement period will remain the same as delivered in the current period.

TERMS & CONDITIONS

The Terms & Conditions shall remain unchanged from those executed in the original agreement and shall be extended for this renewal period. *The original contract terms and conditions are dated 6/8/2020. [Signature] 6/8/2023*

CLARIFICATIONS

If Wadsworth City Schools accounting procedures require a purchase order for the renewal term, please provide your purchase order number to Trane no less than 30 days prior to the renewal date.

We value your business and look forward to continuing to serve and contribute to your organization's success.

Sincerely,



Josh Bennett
Account Manager
Trane

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

CUSTOMER ACCEPTANCE

Authorized Representative

Printed Name

Title

Purchase Order

Acceptance Date

Trane's License Number: [REDACTED]

SITE COVERAGE

The following Sites are included:

Isham Memorial Elementary	325 Sunset Blvd, Wadsworth, OH 44281, United States
Overlook Elementary	650 Broad St, Wadsworth, OH 44281, United States
Valley View Elementary	625 Orchard St, Wadsworth, OH 44281, United States

Isham Memorial Elementary

The following "Covered Equipment" will be serviced at Isham Memorial Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Drives - Generic	1	Trane	174G4702	209904Y182	AHU-2RFVFD
Drives - Generic	1	Trane	174G4962	184304Y182	AHU-1RFVFD
Drives - Generic	1	Trane	174G5103	NSAHU3RFVFD	AHU-3RFVFD

Description

Generic Drive Maintenance

Quantity Per Term

9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM130F2E	U11L25506	CHILLER

Description

CGAM Annual Inspection
 CGAM Operational Semi-Annual Inspection
 CGAM Coil Cleaning

Quantity Per Term

3
6
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Performance Climate Changer	1	Trane	CSAA010UAC	K11H92420	AHU-4
Performance Climate Changer	1	Trane	CSAA010UAC	K11J07817A	AHU-3
Performance Climate Changer	1	Trane	CSAA025UAC	K11J07788A	AHU-1
Performance Climate Changer	1	Trane	CSAA025UAC	K11J07802A	AHU-2

Description

M Series Annual
 M Series Quarterly
 CSAA Filter Change

Quantity Per Term

3
6
9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Cabinet Heater (Force-Flo)	1	Trane	FFDB0601JA	T11K52716	CUH-6
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52711	CUH-1
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52712	CUH-2
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52713	CUH-3
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52714	CUH-4
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52715	CUH-5

Description

Check out Cabinet unit heaters

Quantity Per Term

3

Now?

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	INTELLIGEN	NS-21393997	

Description	Quantity Per Term
IS 10 Point Remote Inspection	12
IS Help Desk Hours	3
IS Initial Site Mapping	1
IS BAS Tech On Site	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
TR200 - Variable Frequency Drives	1	Trane	TR200	NSAHU1SFVFD	AHU-1SFVFD
TR200 - Variable Frequency Drives	1	Trane	TR200	NSAHU2SFVFD	AHU-2SFVFD
TR200 - Variable Frequency Drives	1	Trane	TR200	NSAHU3SFVFD	AHU-3SFVFD
TR200 - Variable Frequency Drives	1	Trane	TR200	NSAHU4SFVFD	AHU-4SFVFD

Description	Quantity Per Term
Drive Maintenance	9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	1510-BF-9	C138015-02K1 1	PUMP P-2
Pumps	1	Bell and Gossett	1510-BF-9	C138015-03K1 1	PUMP P-1
Pumps	1	Bell and Gossett	1510-BF-9.	C138017-02K1 1	CW PUMP

Description	Quantity Per Term
Semi-Annual Pump Maintenance	6

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Cleaver Brooks	CFC-700-10	160101001100 51	BOILER-1
Boilers - Generic	1	Cleaver Brooks	CFC-700-10	160101001100 52	BOILER-2

Description	Quantity Per Term
Boiler Annual Maintenance	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Variable Air Volume Units - Generic	1	UNKNOWN		NS5035367	48 VAVS

Description	Quantity Per Term
VAV Filter	3
VAV Inspection	9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC000AAA	E11J61186	BAS

Overlook Elementary

The following "Covered Equipment" will be serviced at Overlook Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Drives - Generic	1	Trane		173804Y182	AHU-2RFVFD
Drives - Generic	1	Trane	174G4962	158304Y172	AHU-1RFVFD
Drives - Generic	1	UNKNOWN		61580802002	AHU-3RFVFD

Description

Generic Drive Maintenance

Quantity Per Term

9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM130F2E	U11L25507	CHILLER

Description

CGAM Annual Inspection
 CGAM Operational Semi-Annual Inspection
 CGAM Coil Cleaning

Quantity Per Term

3

6

3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Performance Climate Changer	1	Trane	CSAA010UAC	K11H93060	AHU-4
Performance Climate Changer	1	Trane	CSAA010UAC	K11J08126A	AHU-3
Performance Climate Changer	1	Trane	CSAA025UAC	K11J08112A	AHU-1
Performance Climate Changer	1	Trane	CSAA025UAC	K11K09345A	AHU-2

Description

M Series Annual
 M Series Quarterly
 CSAA Filter Change

Quantity Per Term

3

6

9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Cabinet Heater (Force-Flo)	1	Trane	FFDB0601JA	T11K52772	CUH-6
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52767	CUH-1
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52768	CUH-2
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52769	CUH-3
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52770	CUH-4
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52771	CUH-5

Description

Check out Cabinet unit heaters

Quantity Per Term

3

New?

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	INTELLIGEN	NS-21394006	

Description

IS Initial Site Mapping
 IS BAS Tech On Site
 IS 10 Point Remote Inspection
 IS Help Desk Hours

Quantity Per Term

1

3

12

3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
TR200 - Variable Frequency Drives	1	Trane	TR200	NS5034696	AHU-1SFVFD
TR200 - Variable Frequency Drives	1	Trane	TR200	NS5034705	AHU-2SFVFD
TR200 - Variable Frequency Drives	1	Trane	TR200	NS5034706	AHU-3SFVFD
TR200 - Variable Frequency Drives	1	Trane	TR200	NS5034707	AHU-4SFVFD

Description
 Drive Maintenance

Quantity Per Term
 9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	1510-BF-9	C138015-01K1 1	PUMP P-2
Pumps	1	Bell and Gossett	1510-BF-9	C138015-04K1 1	PUMP P-1
Pumps	1	Bell and Gossett	1510-BF-9.	C138017-01K1 1	CW PUMP

Description
 Semi-Annual Pump Maintenance

Quantity Per Term
 6

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Cleaver Brooks	CFC-700-10	160101001100 55	BOILER-1
Boilers - Generic	1	Cleaver Brooks	CFC-700-10	160101001100 56	BOILER-2

Description
 Boiler Annual Maintenance

Quantity Per Term
 3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Variable Air Volume Units - Generic	1	UNKNOWN		NS5035364	48 VAVS

Description
 VAV Filter
 VAV Inspection

Quantity Per Term
 3
 9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC000AAA	E11H24382	BAS

Valley View Elementary

The following "Covered Equipment" will be serviced at Valley View Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Drives - Generic	1	Trane		156604Y172	AHU-1RFVFD
Drives - Generic	1	Trane		156804Y172	AHU-3RFVFD
Drives - Generic	1	Trane		162504Y172	AHU-2RFVFD

Description
 Generic Drive Maintenance **Quantity Per Term**
9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Air-Cooled Chiller, Scroll Compressors	1	Trane	CGAM130F2E	U11L25508	CHILLER

Description
 CGAM Annual Inspection **Quantity Per Term**
3
 CGAM Operational Semi-Annual Inspection 6
 CGAM Coil Cleaning 3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Performance Climate Changer	1	Trane	CSAA010UAC	K11H92586	AHU-4
Performance Climate Changer	1	Trane	CSAA010UAC	K11J08069A	AHU-3
Performance Climate Changer	1	Trane	CSAA025UAC	K11J08055A	AHU-1
Performance Climate Changer	1	Trane	CSAA025UAC	K11J08018A	AHU-2

Description
 M Series Annual **Quantity Per Term**
3
 M Series Quarterly 6
 CSAA Filter Change 9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Unit Cabinet Heater (Force-Flo)	1	Trane	FFDB0601JA	T11K52773	CUH-1
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52774	CUH-2
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52775	CUH-3
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52776	CUH-4
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52777	CUH-5
Unit Cabinet Heater (Force-Flo)	1	Trane	FFHB0601JA	T11K52778	CUH-6

Description
 Check out Cabinet unit heaters **Quantity Per Term**
3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Site Level Activities	1	Trane	INTELLIGEN	NS-21394023	

Description
 IS Initial Site Mapping **Quantity Per Term**
1
 IS BAS Tech On Site 3
 IS 10 Point Remote Inspection 12
 IS Help Desk Hours 3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
TR200 - Variable Frequency Drives	1	Trane	TR200	NS5034725	AHU-1SFVFD
TR200 - Variable Frequency Drives	1	Trane	TR200	NS5034726	AHU-2SFVFD
TR200 - Variable Frequency Drives	1	Trane	TR200	NS5034727	AHU-3SFVFD
TR200 - Variable Frequency Drives	1	Trane	TR200	NS5034728	AHU-4SFVFD

Description
 Drive Maintenance

Quantity Per Term
 9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Pumps	1	Bell and Gossett	1510-BF-9	C138015-05K1 1	PUMP P-2
Pumps	1	Bell and Gossett	1510-BF-9	C138015-06K1 1	PUMP P-1
Pumps	1	Bell and Gossett	1510-BF-9.	C138017-03K1 1	CW PUMP

Description
 Semi-Annual Pump Maintenance

Quantity Per Term
 6

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Cleaver Brooks	CFC-700-10	160101001100 49	BOILER-2
Boilers - Generic	1	Cleaver Brooks	CFC-700-10	160101001100 50	BOILER-1

Description
 Boiler Annual Maintenance

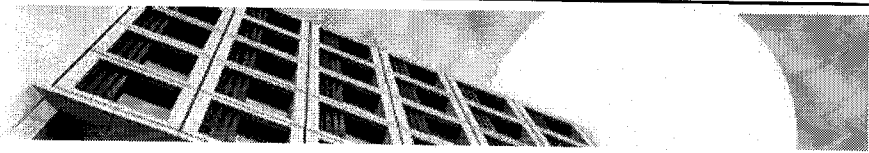
Quantity Per Term
 3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Variable Air Volume Units - Generic	1	UNKNOWN		NS5035361	48 VAVS

Description
 VAV Filter
 VAV Inspection

Quantity Per Term
 3
 9

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC000AAA	E11J61185	BAS



Trane U.S. Inc.
9555 Rockside Road, Suite 350
Valley View, OH 44125
Phone: (216) 654-1000
Service Contact: (216) 654-1001

May 31, 2023

Site Addresses:
Overlook Elementary
650 Broad St
Wadsworth, OH 44281

Wadsworth City Schools
524 Broad St
Wadsworth, OH 44281

Isham Memorial Elementary
325 Sunset Blvd
Wadsworth, OH 44281

Valley View Elementary
625 Orchard St
Wadsworth, OH 44281

ATTENTION: Steve Moore

PROJECT NAME: Wadsworth Schools SC to SC+ Controller Upgrade

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Overlook Elementary

The following "Covered Equipment" will be serviced at Overlook Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC000AAA	E11H24382	BAS

Isham Elementary

The following "Covered Equipment" will be serviced at Overlook Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC000AAA	E11J61185	BAS

Valley View Elementary

The following "Covered Equipment" will be serviced at Overlook Elementary:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	BMSC000AAA	E11J61185	BAS

CURRENT STATE

- Existing system controller modules at (3) locations are legacy hardware
- Legacy modules are no longer supported, firmware has been out of production since 2019
- Hardware upgrade is necessary in order to:
 - Update firmware
 - Apply cybersecurity updates
 - Ensure reliable operation with modernized, more robust processor and expanded memory
 - Enhance functionality and feature set
 - Significantly improve user interface

SCOPE OF SERVICE

- Create and save system backup on each of (3) Tracer SC System Controllers
- Remove legacy SC modules and install new SC+ modules
- Apply power and boot up new modules
- Load backup files into new controllers
- Transfer device licenses into new controllers
- Discover and import all site equipment and data
- Apply Software Maintenance Plan licenses to each controller
- Verify system operation
- Verify Trane Connect & Synchrony login

Note: Previously agreed upon terms and conditions will supersede the attached ones per our service agreement contract with Wadsworth City Schools.

PRICING AND ACCEPTANCE

TOTAL INVESTMENT:.....\$14,445.00

CLARIFICATIONS

- 1. Any service not listed is not included.
- 2. Work will be performed during normal Trane business hours.
- 3. This proposal is valid for 30 days from May 31, 2023.

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,



Josh Bennett
E-mail: josh.bennett@trane.com
Cell: (440) 251-9344

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

- 1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
- 2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
- 3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
- 4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions – Quoted Service.

CUSTOMER ACCEPTANCE	
Authorized Representative	_____
Printed Name	_____
Title	_____
Purchase Order	_____
Acceptance Date	_____
Trane's License Number:	_____

TERMS AND CONDITIONS – QUOTED SERVICE

“Company” shall mean Trane U.S. Inc..

To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

- (a) Any guarantee of room conditions or system performance;
- (b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;
- (c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

Handwritten signature and date: 06/12/2023



CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
<p>Authorized Representative <u>Douglas Beeman</u></p> <p>Printed Name <u>Treasurer</u></p> <p>Title <u></u></p> <p>Purchase Order <u>6/8/2020</u></p> <p>Acceptance Date <u></u></p>	<p>Submitted By: <u>Megan Phillips</u></p> <p>Proposal Date: <u>May 20, 2020</u></p> <p>Office: <u>(216) 654-1000</u></p> <p>License Number: <u>[REDACTED]</u></p> <p>Authorized Representative <u>Michael Bryan, Area GM</u></p> <p>Title <u>6/8/20</u></p> <p>Signature Date <u></u></p>

The Initial Term of this Service Agreement is 1 years, beginning July 7, 2020. *10*
 Total Contract Amount: \$ 335,550.00 *MS 5/29/2020*

TERMS AND CONDITIONS

*- use terms pricing
approved 5/29/2020
MS 6/8/20*

"Company" shall mean Trane U.S. Inc.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Energy and Building Performance Services"). COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary



Contract Year	HVAC Equipment & Controls	Payment USD	Payment Term
Year 1	\$35,550.00	\$35,550.00	Annual

Service Fee Discount. A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. Tax will be calculated based upon the pre-discounted price. This Service Fee discount is for advance payment only under the terms stated in this section and is not applicable to credit card transactions. Please check the box to select this discount option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Term

The initial Term of this Service Agreement is 1 year, beginning July 1, 2020. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

~~Following expiration of the initial term on June 30, 2021, this Agreement shall renew automatically for successive periods of 1 year (the "Renewal Term") until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at or by direct mail addressed to: 9555 Rockside Rd Valley View, OH 44125-4276.~~

5/29/2020
 MW NB G/S/p

5/29/2020
 MW NB G/S/p

Renewal Pricing Adjustment

~~The Service Fees for an Impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the Impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an Impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.~~

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).



access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer declines to authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to control systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment, or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, programs, and other intellectual or proprietary rights to devices used in connection with the Services of Customer equipment. Company may reuse such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any applicable manufacturer recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, casings, casings, drain pans, panels, duct work; piping; hydraulic, hydrolic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses; unit cabinets; electrical wiring; ductwork or conduit; electrical distribution systems; hydraulic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, or of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing, weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace installed to protect equipment against damage; (h) Valves that are not factory mounted, including, stop, control, and other valves external to the device unless specifically included in the Agreement; (i) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstatement of valve bodies and dampers; (j) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (k) Failure of losses, or expenses, arising from or related to conditions that existed in, or on, or about the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (l) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (m) Additional replacement refrigerant; (n) Operation of any equipment and (o) Any claims, damages, losses or expenses, arising from or related to work done by or for 10. Limited Warranty. Company warrants that: (a) The material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations under the Limited Warranty are contemporaneous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part, at its option and to contracting any labor/labour properly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, relating to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components may be warranted warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER EXPRESS OR IMPLIED, IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties; if the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT

WS 6/18/20



(INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE. ANY SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINANTS OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

NS 6/8/20

13. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal, or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death), or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials, provide any notices to any governmental agency, or examine the premises for the presence of Hazardous Materials. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises for the presence of Hazardous Materials.

14. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

15. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company, and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

16. Maintenance Services Other Than Solely Scheduled Service. Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

17. General. Except as provided below, to the maximum extent permitted by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employment rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" supplies and that are contained in FAR 52.212-6(e)(1). Company complies with 52.219-8 and 52.219-9 in its service and installation contracting business. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything hereto notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors and assigns: (1) hereby



APPENDIX

SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

YOUR ASSIGNED TEAM

You will have a consistent group of employees dedicated to your account. The individuals assigned to your Trane team possess deep professional knowledge and advanced technical skills in HVAC equipment and mechanical systems, controls and building automation systems, heating, refrigeration and airside systems. They will become familiar with your systems. And you'll gain a greater sense of security knowing that a limited number of vetted employees have access to your facility.



ACCOUNT MANAGER
MEGAN PHILLIPS



AREA SERVICE MANAGER
JON MARSCO



24 HOUR SERVICE



Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days notice to Customer, in which event Customer shall pay Company for all parts of the Services rendered to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes acts of God; acts of terrorists, war or the public enemy; flood; earthquake; lightning; insular storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. General. Except as provided below, in the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action first accrues. To the extent the practices are covered under operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as announced and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereto. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

18. Equal Employment Opportunity/Affirmative Action Clause. Company is a United States federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 790 and the applicable regulations contained in 41 C.F.R. Part 90-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 90-240; and Executive Order 12898 and Section 28 CFR 471, appendix A, regarding the rights of employees in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (UK) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

19. U.S. Government Contracts. The following provisions apply only to direct sales by Company to the US Government. The Parties acknowledge that all laws or regulations contained and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by these Federal contracting clauses that apply to commercial supplies and that are contained in FAR 52.212-6(a)(1). Company complies with 52.219-6 or 52.219-6 in its service and transaction with the government. The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item subcontractor, Company accepts only the following mandatory law flow provisions: 52.218-6; 52.222-20; 52.222-30; 52.222-30; 52.222-30; 52.247-44. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided heretofore will provide current, accurate, and complete information, representations and certifications in all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, stability, and performance. Anything herein notwithstanding, Company will have no obligations to disclose information and that Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, stability of performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

20. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in sovereignty as a government, governmental entity, a city organized corporate entity or otherwise, for itself and for its agents, successors, and assigns, hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising out of or related to the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract law, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing the Services or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly waives, in such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of local court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly indemnifies and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any other tribal forum, that Customer will not bring any action against Company in tribal court, and the Customer will not avail itself of any tribal or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

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26 Oct 19

1-10.48 (1114)
Supersedes 1-10.48 (0814)



Date: 05/24/2023
 Order Number: [REDACTED]
 Revision: 1
 Order Form Expiration Date: 08/13/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: [REDACTED]
 Customer Name: Wadsworth City School District
 Billing Address: 524 Broad St
 Wadsworth, OH 44281-2306

Products and Services

Wadsworth City School District

Products	Qty	License Start Date	License End Date	License Term (Months)
Apex Learning Courses: Unlimited enrollment subscription	155	08/14/2023	08/13/2026	36
Apex Learning Tutorials: Unlimited enrollment subscription	100	08/14/2023	08/13/2026	36
Customer Success Services	1	08/14/2023	08/13/2024	12
Customer Success Services	1	08/14/2024	08/13/2025	12
Customer Success Services	1	08/14/2025	08/13/2026	12

Total US Funds: \$73,875.00

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

*** Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

Taxes

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice. If the contracting entity is exempt from sales tax, please send the applicable tax exemption certificate to orders@edmentum.com or attach the certificate to this order form in the Signature section.

Invoicing and Payment Terms

Payment Due Date	Amount
Net 15	USD 24,625.00

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 05/24/2023
 Order Number: [REDACTED]
 Revision: 1
 Order Form Expiration Date: 08/13/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

8/1/2024	USD 24,625.00
8/1/2025	USD 24,625.00
Total	USD 73,875.00

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms attached hereto and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing.

I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified.

Bill To Contact Information

First Name:

Last Name:

Email Address:

Customer Signature

Name (Printed or Typed)

Title

Date

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





Date: 05/24/2023
Order Number: [REDACTED]
Revision: 1
Order Form Expiration Date: 08/13/2023

ORDER FORM

Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Edmentum | P.O. Box 776725 | Chicago, IL 60677-6725 | www.edmentum.com





STANDARD SERVICE PURCHASE AND SOFTWARE LICENSE TERMS

The Terms and Conditions contained in this document (the “**Standard Terms**”) apply to any transaction whereby we (sometimes referred to in this document as “**we**” “**us**” or “**our**”) provide to you our customer (referred to as “**you**” or “**your**” as identified in more detail on the applicable Order Form (“**Order Form**”)) (1) license rights to use our Software for a fixed term, (2) Materials for use with the Software, or (3) Professional Services. These Standard Terms are an integral part of an agreement (the “**Agreement**”) that consists of (in order of precedence) an Order Form, these Standard Terms, and any documents incorporated by reference into either the Order Form or Standard Terms (including those incorporated by hyperlink reference). You acknowledge that the Order Form and the Standard Terms constitute the entire agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. The Agreement will be effective as of the Order Date specified on the Order Form and will be binding when the Order Form has been executed by you. We reserve the right to require your submission of one or more purchase orders in accordance with the terms outlined in your Order Form. Capitalized terms used throughout the Agreement are defined in the Order Form, in section 5.0 (below), and elsewhere in these Standard Terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically documented in a signed Order Form.

1.0 SOFTWARE: The following terms and conditions will apply to your transaction with us as described in more detail on the Order Form:

1.1 General License Terms. All Software license rights that we grant you are specifically subject to the following general terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable and non-assignable.

1.1.2 We either own or have licensed from third parties all rights necessary to grant the licenses being granted you in the Software. We or our licensors own and retain all rights, title and interest in and to the Software and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by us or our licensors in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of Software under this Agreement will be subject to our Privacy Policy, which can be found at <http://www.edmentum.com/Privacy> which is expressly made a part of this Agreement.

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the license expiration date as identified on the Order Form. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

1.1.5 We reserve the right to terminate access to any Software to the extent we end of life or similar the Software. If we exercise this right we will transition you to an appropriate alternative Software product that we own or license.

1.2 Restrictions. You and your Users will use the Software solely for the purposes stated in the applicable license grants and will not: (i) modify, copy or create derivative works based on the Software; (ii) frame or mirror any content forming part of the Software, other than for your own internal educational or training purposes during the license term and not in violation of any use or User restrictions; (iii) reverse engineer, decompile or disassemble the Software; (iv) access or allow others to access the Software in order to build, market or offer a competitive product or service, or copy any ideas, features, functions, answers, questions, contents or graphics of the Software; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Software available to any third party, other than to Users as contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (ix) interfere with or disrupt the integrity or performance of the Software or the data contained therein; (x) attempt to gain unauthorized access to the Software or its related systems or networks; or (xi) publicly display or publicly perform the Software without our prior written permission.

1.3 Software Operability:

1.3.1 Maintenance and Access. During the Subscription Period, we will use commercially reasonable efforts to make the Software available (subject to routine maintenance windows and unavailability not caused by us) to you and your Users via the Internet 24 hours a day, 7 days a week. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4).

1.3.2 Outage Periods. The term “**Outage Period**” means a period of more than 48 consecutive hours in which your Users are prevented from accessing the Software due to factors completely within our control during a period that you are not in breach of this Agreement. Outage Periods exclude (a) planned downtime and (b) any Force Majeure event. If you experience an Outage Period, then upon your written request we will issue you a credit for the pro-rated share of fees you have paid for usage during the month during which the Outage Period occurs. Your request for this credit must be made within 30 days after the end of the Outage Period. Your sole and exclusive remedy for an Outage Period will be the above credit.

1.4 System Requirements. Our System Requirements document (found at <http://www.edmentum.com/support>) (“**System Requirements**”) details the necessary hardware, software, system configuration, network infrastructure, bandwidth and other operational requirements necessary for you to successfully operate and use the Software. The System Requirements are subject to periodic change. You acknowledge that you are responsible for the cost, operation and availability of, and you and your Users compliance with, all elements of the System Requirements.

1.5 Responsibility for User Activity. You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of or use of the Software, and notify us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state and federal laws, rules and regulations.

1.6 Intellectual Property

1.6.1 Reservation of Rights. The Software we are providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title and interest in and to the Software and any Materials we provide, including all related intellectual property rights (except for those owned by our third-party vendors and licensors, which are reserved to them). No other rights are granted to you or your Users.

1.6.2 Rights to Customer Data. As between you and us, you own all rights, title and interest in and to all Customer Data. You hereby grant us a non-exclusive, royalty free license to perpetually use, modify, distribute and work with the Customer Data to the extent that we do so in compliance with applicable law and our Online Learning Programs Privacy Policy.

1.6.3 Suggestions. We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Software any suggestions, enhancement requests, recommendations or other feedback provided by you or your Users relating to the Software.

1.6.4 Custom Learning Paths

a. Rights to Custom Learning Paths. Certain Software allows you to customize the instructional content of the Software to suit your instructional needs. "Your Learning Paths" refers to the custom learning paths you create using this feature of the Software. We make no warranties or commitments related to your ability to access or use Your Learning Paths during the term of your licenses or at the expiration or termination of your licenses.

b. Our Use of Your Learning Paths. We may use or modify Your Learning Paths and may provide them to our other customers.

c. Customer Created, Modified or Stored Content. Certain Software enables you to create, customize or store content, documentation or otherwise. If you do, you accept, agree and acknowledge that (i) we can use and disseminate such items, (ii) at the expiration or termination of your licenses, we will not be returning these items to you and you have no rights in such items and (iii) you are responsible for ensuring that all laws, regulations and judicial precedence is followed in such creation, customization, disclosure or storage, including but not limited to intellectual property laws.

1.7 Limited Warranty for Software. Subject to the terms of Section 4.6, we warrant that the Software will perform in substantial accordance with the applicable Documentation during the Subscription Period. This warranty is contingent on your use of the Software in accordance with this Agreement and the applicable Documentation. If we breach this express warranty, and you promptly inform us of such in writing, we will at our option and expense: (a) modify the affected Software to generally conform with the applicable Documentation, or (b) provide a replacement for the affected Software which generally conforms with that Documentation, or (c) refund you the portion of your license price related to the applicable Software that is attributable to the remaining Subscription Period. This will be our sole obligation, and your sole remedy, with respect to any breach of this warranty. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT THE SOFTWARE WILL PERFORM UNINTERRUPTED OR BE ERROR-FREE OR THAT THE SOFTWARE WILL MEET YOUR PARTICULAR REQUIREMENTS.

2.0 THIRD PARTY SOFTWARE AND SERVICES. The following terms and conditions will apply to all Third-Party Software and Third Party Services.

2.1 Subject to Third Party's Warranties and Terms. Third Party Software and Third Party Services are distributed by us as a licensor, distributor or reseller. These products and services are provided subject to the separate license and sale terms, conditions and restrictions required by the third party. WE DO NOT PROVIDE, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ON ANY THIRD-PARTY SOFTWARE AND SERVICES WE SUPPLY OR MAKE AVAILABLE TO YOU. IN ADDITION, WE DO NOT GUARANTEE THE AVAILABILITY OF SUCH THIRD-PARTY SOFTWARE OR SERVICES AND SUCH SOFTWARE OR SERVICES MAY BE MODIFIED OR REMOVED AT ANY TIME.

2.2 Warranty Claims. We will use reasonable commercial endeavors to facilitate warranty claims you may make against the third party supplying such products or services. **This is our sole obligation relative to these products or services.**

3.0 PROFESSIONAL SERVICES. Professional Services listed on the Order Form will be provided subject to the following terms and conditions:

3.1 Mutual Cooperation. You and we mutually agree to cooperate with each other in a professional and courteous manner in the performance of our respective duties in the delivery of Professional Services.

3.2 Scheduling Changes Caused by You. You agree to notify us at least 5 business days in advance of your intention to reschedule previously confirmed on-site Professional Services sessions. If you do not provide such notice, and we are unable to re-assign the resources scheduled to provide your Professional Services, we reserve the right to charge you a cancellation fee of up to \$750 for each day cancelled without such notice.

3.3 Scheduling Changes Caused by Us. If we are required to reschedule (except for reasons caused in whole or in part by you or that are outside our reasonable control) a previously confirmed on-site Professional Services delivery session, we will use all reasonable efforts to provide you at least 5 business days' notice. If we do not provide such notice, and you incur reasonable direct, non-refundable expenses which you have made good faith efforts to avoid, we will upon your written request (which must include documentation of these expenses) provide you a credit for such expenses. In no case, however, will the amount of credit exceed \$750.

3.4 Acceptance of Services and Warranty.

3.4.1 Warranty and Acceptance. We warrant that the Professional Services we provide will be performed in a workmanlike manner. If you reasonably determine that the Professional Services have not met this standard, you must provide us written notice specifying any deficiencies in detail within 10 business days after the service delivery. We will then use reasonable commercial efforts to cure any such deficiencies promptly which may include our providing additional Professional Services at our expense. If you do not provide notice of any deficiencies to us within the 10-day period, your acceptance of the Professional Services will be considered final.

3.4.2 Failure to Cure. If you give us notice under subsection 3.4.1 and we are unable to cure the deficiency within 60 days after your notice, you may terminate the directly affected portions of service and obtain a refund of amounts you have paid for the terminated Professional Services.

3.4.3 Sole remedies. The remedies specified in this section 3.4 are your only Professional Services related remedies.

3.5 Compliance with Workplace Rules. We will have the person or persons we assign to perform the Professional Services comply with those of your lawful workplace rules you have provided to us and them in writing in advance.

3.6 Subcontractors. We may, in our reasonable discretion, use third parties, including, but not limited to agents, to perform any of our obligations regarding delivery of the Professional Services.

4.0 GENERAL TERMS

4.1 Fees and Payment

4.1.1 Fees. You agree to timely pay all amounts due to us as shown on the Order Form and acknowledge that by submitting a signed Order Form, you are representing to us that the employee or agent signing on your behalf has the requisite authority to bind you to the terms and conditions of the Agreement, including the payment obligations identified on the Order Form. Except if specified in the Order Form or in section 1.3.2 (re Outages) all such amounts are non- cancellable and non-refundable. To the extent that you fail to timely pay all amounts due as identified on the applicable Order Form, you accept that we can institute any and all collection efforts and legal claims that we deem appropriate.

4.1.2 Taxes. Except to the extent you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority covering all applicable taxes otherwise due and payable, we will invoice you for and you will pay any applicable direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, gross receipts, sales, use or withholding taxes associated with your license or purchases under this Agreement, except for taxes based on our net income or real property.

4.1.3 Acceptance. All Software will be deemed accepted upon our making it available to you online and will thereafter be subject to the limited warranty provision of this Agreement.

4.2 Confidentiality

4.2.1 Definition of Confidential Information. "Confidential Information" means all confidential and proprietary information disclosed by one party (the "Discloser") to the other (the "Receiver") and that is either designated as confidential or of a type that should be reasonably expected to be confidential. Confidential Information includes the Customer Data, our Software, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party.

4.2.2 Protection. The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser's prior written permission. The Receiver will protect the Confidential Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement for a period of 3 years. You accept and acknowledge that you input the information and data into our Software, including any Student personal information that you deem necessary and that we have no control over such input, that certain third parties may have access to such information and data to assist in enhancing the Software and in facilitating your Users use and access of the Software and that we may retain the data and information that you provide in accordance with our normal retention and destruction practices on certain of our servers, SAN and/or cloud backups.

4.2.3 Compelled Disclosure. If by court order, legal requirement or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the order and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

4.2.4 Remedies. If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

4.3 Indemnities

4.3.1 Our Indemnification of You. Subject to the conditions described below and the provisions of section 4.6, we will defend, indemnify and hold you harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:

a. **For Personal Injury or Property Damage.** Our indemnity covers Claims alleging personal injury or property damage to the extent caused by the willful misconduct or gross negligence of our personnel while on your premises.

b. **For Infringement.** Our indemnity covers Claims alleging that your Users use of the Software in accordance with the terms of this Agreement, or any Materials furnished by us in connection with this Agreement infringes the intellectual property rights of a third party. We will have no indemnification obligations or other liability for any claim of infringement or misappropriation to the extent (a) based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Software or Materials if infringement would have been avoided by the use of a subsequent or unaltered release of the Software or Materials provided to you or (iii) your use occurs in a jurisdiction other than the United States. If the Software becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the Software; replace or modify the Software so that it becomes non-infringing and remains functionally equivalent; or require the return of the affected Software and refund you the portion of your purchase price attributable to the returned product for the remaining Subscription Period.

- 4.12 Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and an Order Form, the terms of the Order Form will prevail.
- 4.13 Governing Law.** This Agreement will be governed by the internal laws of the State of Ohio, without regard to its conflicts of laws rules.
- 4.14 Third Parties.** There are no third-party beneficiaries to this Agreement.
- 4.15 Notices.** All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by confirmed email. Notices to us will be addressed to the attention of Director of Customer Finance. Notices to you will be addressed to the attention of the person signing the Order Form for you.
- 4.16 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 4.17 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.
- 4.18 Waiver.** No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

5.0 DEFINITIONS

- **“Concurrent License”** means a Software license that may be accessed during the Subscription Period by any User, but may only be accessed by one individual User at a time.
- **“Course Enrollment”** shall mean a Consumable License plus the non-exclusive services of a virtual instructor qualified to provide online teaching services associated with the Consumable License.
- **“Consumable License”** means a Software license to a single course assigned to a single, Named User. Within thirty days of the date in which a Consumable License is made available to a Named User, you may remove that Named User and reassign the Consumable License to a different Named User for future use although such reassignment shall not extend the original Subscription Period. The Subscription Period for a Consumable License begins upon the earlier of (i) when the course content is first accessed by any Named User or (ii) sixty days following the date that access is first made available to a Named User, and ends one year later.
- **“Customer Data”** means all electronic data, materials and other information you and/or your Users have entered or stored in the Software, including, but not limited to data and records relating to student information, performance or use, your teacher data and supplemental instructional materials.
- **“Documentation”** means the technical specifications and/or functionality particulars regarding the Software that we provide you with the Order Form, if any.
- **“Materials”** means those materials that we provide you, if any, in connection with your Software license and/or Professional Services purchases that your Users can use solely for their internal educational purposes during the applicable Subscription Period.
- **“Named User”** means a specific Student User identified by name and designated as the sole Student User of the specific license.
- **“Order Form”** means the Order Form prepared and offered by us and returned to us by you indicating your acceptance of the terms and conditions of this Agreement. To the extent that you fail to execute and return the applicable Order Form to us, you accept and acknowledge that by using the Software (or any of your Users using the Software), you agree to the terms and conditions of this Agreement.
- **“Reusable License”** means a Software license whereby only one Named User is designated to use the license at a time, but may be reassigned to another Named User during the Subscription Period. While a Reusable License is assigned to a specific Named User, it may not be used by any other Student User at any time until reassigned to another Named User.
- **“Software”** means the online educational software that is identified on the Order Form that we make available to your Users via our Internet-based learning management system. The term “Software” includes both our Software and Third Party Software.
- **“Professional Services”** means the services identified on the Order Form that we agree to provide to you to assist in your implementation and/or on-going use of the Software.
- **“Students”** means those of your students that are provided access to the Software.
- **“Site License”** means a Software License that may be accessed during the Subscription Term by all authorized Users located in the specific physical site identified on the Order Form.
- **“Program License”** means a Software License that may be accessed during the Subscription Term by the authorized number of Users identified on the Order Form.
- **“Subscription Period”** means the period of time during which you will have access to the Software you license under the Agreement. This period will begin with the start date identified in the applicable Order Form or upon processing of your PO in the event that dates are not identified upon the Order Form, and (unless earlier terminated, suspended or revoked in accordance with the Agreement) will last for the duration of your Software license access identified on the Order Form.
- **“Third Party Software”** means software or content that we license from a third party for license to our customers under licensing terms and conditions specified by the producer.
- **“Third Party Services”** means the services that you purchase from us that are identified on the Order Form and that are performed by an entity or individual other than our employees and independent contractors.
- **“Users”** means those Students that you supply (or authorize us to supply) user identifications and passwords to and for which you’ve purchased an adequate quantity of the applicable Software licenses for. Users may include one or more Students.
- **“We”, “Us” or “Our”**, whether or not capitalized, refer to the entity or entities identified on the first page of the Order Form (Edmentum, Inc., or Education City, Inc.).

4.3.2 Conditions. These indemnities will be conditioned on you seeking indemnity: (a) promptly providing us with a written notice of the Claim; (b) giving us sole control of the defense and settlement of the Claim, provided that we may not settle any Claim unless you are unconditionally released from liability; and (c) at no charge, providing you with all reasonable assistance relative to the defense of the Claim.

4.3.3 Exclusive Remedies. Our and your exclusive indemnification responsibilities are stated in this section 4.3.

4.4 Care of Customer Data. We will make periodic backups of Customer Data you enter into our Software and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such Customer Data against loss. We are not responsible for lost Customer Data. You will be responsible for the maintenance of Customer Data held in our Software or learning management systems and for replacing it if it is lost or destroyed for any reason.

4.5 Force Majeure. The term "Force Majeure" means circumstances beyond the reasonable control of a party (such as acts of God, government restrictions, wars, insurrections, labor strife, or failure of suppliers, communication or data systems, subcontractors, or carriers) which delay or prevent the party from performing under the terms of this Agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event the Force Majeure persists for more than 90 days, the other party may terminate the affected portions of this Agreement upon written notice.

4.6 Disclaimers, Limitations and Exclusions.

4.6.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 1.7 OR 3.4 OF THIS AGREEMENT, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

4.6.2 Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (WHICH ARE LIMITED TO \$50,000 IN THE AGGREGATE FOR ALL CLAIMS AGAINST EITHER PARTY IN ANY CALENDAR YEAR), IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, INDEMNIFICATION OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE ORDER FORM DURING THE PRIOR TWELVE MONTHS. THE ABOVE LIMITATION WILL NOT APPLY TO EITHER PARTY IN THE EVENT YOUR STATE STATUTES ARE FOUND TO GOVERN THIS AGREEMENT AND THEY SPECIFICALLY PROHIBIT A LIMITATION OF LIABILITY PROVISION.

4.6.3 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.7 U.S. Governmental Users. The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

4.8 Term and Termination

4.8.1 Term of this Agreement. This Agreement will begin on the Order Form Date and will, unless earlier terminated in accordance with this section, continue in effect until the end of the last Subscription Period identified in the applicable Order Form.

4.8.2 Termination for Cause. A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

4.8.3 Outstanding Fees. Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

4.9 Surviving Provisions. The following provisions will survive any termination or expiration of this Agreement: 1.6, 1.7, 2.1, 4.2, 4.3.1, 4.3.2, 4.3.3, 4.6, 4.9 and 5.0.

4.10 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

4.11 Student/Parent Consents and Communication. You are responsible for obtaining any necessary or legally required consents from students, parents and/or guardians related to your Users access and use of the Software. To the extent that your license includes our providing a virtual instructor associated with the licensed content, you accept and acknowledge that such virtual instructor may periodically be communicating with students and their parents and/or guardians.

RESOLUTION TERMINATING CONTRACT

The Wadsworth City School District Board of Education (“Board”) met in regular session on June 12, 2023, with the following members present:

Jill Stevens, President
Julie Batey, Vice President
Amanda Gordon, Board Member
Linda Kramer, 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, on May 30, 2023, the Board suspended Larch without pay or other fringe benefits effective May 30, 2023, pending final action to terminate the employment contract of Larch because, in the Board’s judgment, the character of the charges warrants such action.

WHEREAS, on May 30, 2023, the Board furnished 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.

WHEREAS, on May 31, 2023, Larch was furnished and received 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.

WHEREAS Larch has not filed with the Treasurer a written demand for a hearing before either the Board or a referee within ten days after receipt of the notice from the Treasurer – i.e., on or before June 10, 2023.

WHEREAS, having complied with the termination procedures set forth in R.C. 3319.16, the Superintendent recommends that the Board proceed with the termination of the employment contract of Larch for good and just cause effective June 12, 2023.

NOW THEREFORE BE IT RESOLVED that the Board hereby terminates the employment contract of Larch for good and just cause as set forth in the following grounds effective June 12, 2023:

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 was 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 employment contract and job description.
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 Treasurer, after consultation with legal counsel, shall prepare and mail to Larch by regular and certified mail, as well as hand delivery, if possible, notice of the instant resolution to 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	_____

ADOPTED: _____

ATTEST: _____
Douglas Beeman, Treasurer

TREASURER'S CERTIFICATION

The foregoing is a true and correct excerpt from the minutes of the meeting on June 12, 2023, of the Wadsworth City School District Board of Education showing the adoption of the Resolution hereinabove set forth.

Douglas Beeman, Treasurer