WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING
THURSDAY, JANUARY 23, 2025, 6:00 P.M.
CHARLES R. PARSONS ADMINISTRATION BUILDING (524 Broad Street)

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Minutes

V. Administrative Items

A. Personnel Consent Items

1. Employments

a) Non-teaching Employees

(1) Alexis Kurt, eff. 1/21/2025

b) Classified Substitutes

(1) Dana Berlin, eff. 1/17/2025
(2) Donna Dobbins, eff. 1/21/2025
(3) Kristen Highland

c) Supplemental Contracts

(1) Damon Morosko, Asst. Wrestling Coach (Volunteer), eff. 1/16/2025

2. Recommendation to approve unpaid leave for Taylor Mandato from the end of her allowable sick leave through June 1, 2025

3. Recommendation to approve unpaid leave for Serra VanZandt from the end of her allowable sick leave through June 1, 2025

4. Recommendation to approve unpaid leave for Darleen Tittle from February 18, 2025 through February 17, 2026

B. Action Consent Items

1. Recommendation to approve the Riverside Assessments, LLC Terms and Use

2. Recommendation to approve the following Wadsworth City School District Student Data Privacy Agreements for Technology Providers:

    a) Riverside Assessments, LLC
    b) BusRight

3. Recommendation to approve the Agreement between the Galaxy Restaurant & Banquet Center and the Wadsworth City School District Board of Education

4. Recommendation to approve the Memorandum of Understanding Roles and Responsibilities in Site Based Mentorship Partnership between Big Brothers Big Sisters of Summit, Medina & Stark Counties and the Wadsworth City School District Board of Education

5. Recommendation to approve the special education model policies resolution

6. Recommendation to approve the Agreement between BusRight and the Wadsworth City School District Board of Education

7. Recommendation to approve a student activity fee of $15 at the middle school and $25 at the high school for ski club

VI. Board Member Items

A. Ratification of Resignations

1. Susan Howard, retirement, eff. 6/1/2025
2. Scott Kirven, retirement, eff. 9/5/2025

VII. Discussion

A. Capital Items That May Be Included in the Next District Strategic Plan

VIII. Executive Session

The Wadsworth City School District Board of Education does hereby declare its intention to hold an executive session on the following:

- To consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest; and

- To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

  (a) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

  (b) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project.

IX. Adjournment

Upon request to the Superintendent, the District shall make reasonable accommodations for a disabled person to be able to participate in this activity.

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
January 23, 2025

Agenda Detail Sheet

V. Administrative Items

A. Personnel Consent Items

1. **Employments**

    a) **Non-teaching Employees**

        (1) Alexis Kurt: Ms. Kurt is being recommended to fill the float student attendant position left open when Ms. Lura Watkins moved to another position in our school district.

B. Action Consent Items

1. **Riverside Assessments, LLC Terms of Use:** The Riverside Assessments, LLC Terms of Use being recommended for approval will allow our school district to continue to purchase assessments from Riverside Assessments, LLC.

2. **Wadsworth City School District Student Data Privacy Agreements for Technology Providers:** The Wadsworth City School District Student Data Privacy Agreements for Technology Providers with Riverside Assessments, LLC and BusRight outline the student data privacy responsibilities for the said companies, as outlined in Ohio Revised Code.

3. **Galaxy Restaurant & Banquet Center Agreement:** The Agreement between the Galaxy Restaurant & Banquet Center and the Wadsworth City School District Board of Education being recommended for approval will allow the Wadsworth High School junior banquet to be held at the Galaxy Restaurant & Banquet Center on April 26, 2025.

4. **Big Brothers Big Sisters Memorandum of Understanding:** The Memorandum of Understanding Roles and Responsibilities in Site Based Mentorship Partnership between Big Brothers Big Sisters of Summit, Medina & Stark Counties and the Wadsworth City School District Board of Education being recommended for approval will allow the Big Brothers Big Sisters program to continue at Central Intermediate School.

5. **Special Education Model Policies Resolution:** The special education model policies resolution, of which a full copy can be found in the supporting documents to this agenda, being recommended for approval adopts the state of Ohio's Special Education Model Policies and Procedures. Boards of Education are required to notify the Department of Education & Workforce of their policies by March 30 of this year and November 30 of subsequent years. Notification takes place by submitting a copy of the Board's resolution regarding the said policies and procedures.

6. **BusRight Agreement:** The Agreement between BusRight and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to move to the BusRight transportation software, starting in the 2025-2026 school year.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting — Date: January 13, 2025

The Wadsworth City Board of Education met in Special Session on Wednesday, January 13, 2025, at **6:08** P.M at James R. McIlvaine Performing Arts Center, 625 Broad Street.

ROLL CALL

Present	Batey, Gordon, Stevens, Beck, McComas
Absent	0
Administrators	3
Staff	0
Visitors	0

25-01-16 **APPROVAL OF BOARD MINUTES**

The motion was made by **Stevens**, seconded by **Batey**, for approval and signing of Minutes from the January 6, 2025, Organizational Meeting and Regular Meeting.

VOTE: Yea - Gordon, Stevens, Beck, McComas, Batey
Nay - None — Motion Carried,

ADMINISTRATIVE ITEMS

25-01-17 Upon the recommendation of Superintendent Hill, the motion was made by **McComas**, seconded by **Stevens**, to adopt the Personnel Consent Items from the January 13, 2025, Special Meeting, as presented:

A. **PERSONNEL CONSENT ITEMS**

1. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2024-2025 school year, with a license effective date of July 1, 2024, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the Board.)

a) Non-Teaching Employees

DeWayne Heggie	(eff. 01/13/25)
Paul Pepke	(eff. 10/27/24)

b) Classified Substitute

Judy Bennett
Renee Kozma

c) Home Instructors

Kristina Nichol
Joe Snyder

d) Volunteers

Amanda Kuebler
Adam Marino
Dean Ramsier

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

BOARD MEMBER ITEMS

25-01-18 The motion was made by **Stevens**, seconded by **Beck**, to adopt the Board Member Items Ratification of Resignations from the January 13, 2025, Special Meeting, as presented:

A. Ratification of Resignations

1.	Andrew Booth	Certified Teacher	(retire 06/01/2025)
2.	Pamela Csaky	Certified Teacher	(retire 06/01/2025)
3.	Donna Kilbert	Non-Teaching Employee	(eff. 01/08/2025)

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

EXECUTIVE SESSION

The Wadsworth City School District Board of Education does hereby declare its intention to hold an Executive Session on the following:

To consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property in accordance with section 505.10 of the Revised Code, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest; and

To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance, provided that both of the following conditions apply:

(a) The information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715, 725, 1724, or 1728 or Sections 701.07, 3735.67 to 3735.70, 5709.40 to 5709.43, 5709.61 to 5709.69, 5709.73 to 5709.75, or 5709.77 to 5709.81 of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project.

(b) A unanimous quorum of the public body determines, by a roll call vote, that the executive session is necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project.

EXECUTIVE SESSION

25-01-19 The motion was made by **Beck,** seconded by **Batey**, to enter Executive Session at **6:02** p.m.

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

EXECUTIVE SESSION recessed at **8:15** p.m.

ADJOURNMENT

25-01-20 The motion was made by **Stevens**, seconded by **Beck**, to adjourn at **8:15** p.m.

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

(Signed)_____
Amanda Gordon, President

(Attested)_____
Douglas D. Beeman, Treasurer

Riverside Assessments, LLC

dba Riverside Insights

Terms of Use

Amended for Wadsworth City School District in Ohio

These Terms of Use contain non-standard terms

Riverside Assessments, LLC dba Riverside Insights ("Riverside," "We," "Us," or "Our") provides content for Our assessments (collectively, the "Products") and related assessment management features via Our web-based platforms, including Riverside Elevate, Riverside Score, Riverside DataManager, the WJ IV Interpretation and Instructional Interventions Program (WIIIP), BDI-2 DataManager, and BDI-3 Mobile Data Solution (collectively, the "Platforms" and, together with the Products, the "Services").

These Terms of Use (the "Terms" or "Terms of Use") constitute a legal agreement concerning Riverside's Services and are between you, either as an individual or as an authorized representative on behalf of an organization, such as a school district, educational authority, university, clinic, hospital, or healthcare system ("You" or "Your"), and Riverside. Please note that different or additional terms may apply regarding your license of the Services if agreed to in writing between You and Riverside. If you are a user of the District version of easyCBM ("easyCBM"), please refer to the easyCBM Subscriber Agreement included in your easyCBM order form or presented to you at the time you completed your order for easyCBM ("Subscriber Agreement"). The Subscriber Agreement contains the terms and conditions applicable to your use of easyCBM.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, USING, OR DISPLAYING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE AND TO THE COLLECTION AND USE OF YOUR INFORMATION AS SET FORTH IN RIVERSIDE'S ASSESSMENT PRIVACY POLICY (THE "PRIVACY POLICY"). DO NOT ACCESS, USE, OR DISPLAY THE SERVICES IF YOU DO NOT AGREE TO THESE TERMS AND THE PRIVACY POLICY. ALL REFERENCES IN THESE TERMS OF USE THE ASSESSMENT PRIVACY POLICY WILL BE UNDERSTOOD AS REFERRING TO THE STUDENT DATA PRIVACY AGREEMENT FOR TECHNOLOGY PROVIDER BETWEEN RIVERSIDE ASSESSMENTS, LLC DBA RIVERSIDE INSIGHTS AND WADSWORTH CITY SCHOOL DISTRICT.

1. Definitions

"**COPPA**" means the Children's Online Privacy Protection Act, 15 U.S.C. §§ 6501-6505, and the regulations promulgated thereunder, each as amended.

"DFARS" means the Department of Defense FAR Supplement, codified at 48 C.F.R. Parts 200-299.

"Effective Date" means the earlier of (i) the date You accept these Terms of Use (electronically or otherwise) or (ii) the date You first begin to use the Services.

"FAR" means the Federal Acquisition Regulation, codified at 48 C.F.R. Parts 1-52.

"FERPA" means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the regulations promulgated thereunder, each as amended.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d *et seq.*, and the regulations promulgated thereunder, each as amended.

"Term" means the term during which these Terms of Use are in effect, which will begin on the Effective Date and continue for as long as You have access to the Services, subject to the termination and survival provisions of Section 11 (Term and Termination).

2. Access to Licensed Services

Subject to Your compliance with these Terms of Use and any accompanying user documentation, Riverside grants You a personal, limited, nontransferable, nonsublicensable, nonexclusive license to access and use the applicable Services during the Term. Riverside reserves the right, upon prior written notice to You, to discontinue versions of the Services. If a Service is discontinued, Riverside will notify you about whether a new version of such Service is available, and, if such version is available, You will be required to license the latest version of such Service in order to maintain access.

3. Access to the Platform

3.1 Required Computing Resources

Use of the Services requires, at a minimum, computing resources needed to access and browse the internet. Such computing resources may include, as specified in applicable user documentation: (i) a personal computer and/or mobile device; (ii) software, including browser software and operating system software; and (iii) other specified client-side computing resources (collectively, "Client-Side Computing Resources"). You are responsible for ensuring that You (a) have access to requisite Client-Side Computing Resources and (b) are sufficiently familiar with and trained regarding such Client-Side Computing Resources.

Riverside does not guarantee that the Services will operate with Your specific Client-Side Computing Resources. You are advised to carefully review each Service's posted minimum system requirements to ensure compatibility.

3.2 Enrollment Responsibilities

Depending on the specific Services You are using and your role with respect to such Services, You may need to select the users who will have access to the Services and prepare the necessary files to import or manually enroll such users employing features provided in the Services. For some Services, We may limit the number of users per subscription license.

3.3 Use of Passwords

Once enrolled, You will have the opportunity to create a password for Your assigned username ("Login Credentials"). All account users should have their own Login Credentials. Riverside will treat anyone who uses Your Login Credentials as You. Riverside will not be responsible for Your sharing or other misuse of Login Credentials, and Riverside will hold You responsible for the activities of a person using Your Login Credentials. You agree to maintain Your Login Credentials in confidence and to notify Riverside immediately if You know or suspect that someone is using Your Login Credentials in an inappropriate manner.

4. Riverside's Intellectual Property

Riverside's Services, including derived scaled scores based on the number of questions answered correctly for a given assessment ("Score Conversions"), reports of assessment results ("Reports"), and all related designs, layouts, appearances, and graphics therein, as well as the copyrights, trademarks, service marks, wordmarks, and logos contained within each of the foregoing, embody intellectual property rights owned by Riverside (or its licensors), including any rights under patent law, copyright law, trade secret law, and trademark law ("Riverside Intellectual Property"). All rights not expressly granted herein are reserved to Riverside or its licensors, as applicable.

5. Test Security; Use of Assessment Score Reports

Confidentiality is critical to the integrity, validity, and fairness of the testing process. Riverside restricts distribution of certain Products to qualified institutions and examiners. Under the Standards for Educational and Psychological Testing (2014) ("SEPT"), published by the American Educational Research Association, American Psychological Association, and National Council on Measurement in Education, educators and psychologists have a duty to protect the integrity of secured tests by maintaining the confidentiality of test questions and answers. Widespread dissemination of test protocols, which include substantial portions of the actual test items, would inevitably undermine this process. For this reason, Services are distributed only to recipients who agree to take appropriate steps to protect the confidentiality of the Services. Providing unauthorized third parties, including organizations or individuals providing test preparation or tutoring services, access to these Services; notetaking by non-professionals during test administrations; and the audio or video recording of test administrations would compromise test security and violate these Terms of Use. Such actions may result in the termination of Your rights to access and use the Services, as determined in Riverside's sole discretion.

You must use the Services in accordance with these Terms of Use and applicable federal, state, and local laws and regulations. You understand and agree that the Services are meant to be used as tools to support Your assessment process and are not intended or designed to replace Your professional judgment. You assume all responsibility for the use or misuse of the Services. You must use the Services in accordance with Riverside's Test Disclosure Policy and the SEPT (collectively, the "Policies and Standards").

6. Grant of Rights in Submitted Data and Feedback; Storage

By providing information to Riverside directly through Your use of the Services, including information about students/examinees and account usage data ("Submitted Data"), You grant Riverside a royalty-free, nonexclusive, transferrable, sublicensable, worldwide license to use the Submitted Data for all purposes contemplated under these Terms of Use as well as any user documentation. You acknowledge and agree that Riverside may use or disclose Submitted Data to provide maintenance and support for the Services and for communications relevant to your use of the Services, such as product updates, planned outages, maintaining sufficient licenses, and renewals. Riverside does not claim ownership in Submitted Data and retains only those rights in Submitted Data reasonably necessary or otherwise required to provide the Services and as otherwise contemplated under these Terms of Use and any user documentation. Submitted Data that Riverside receives from You is subject to Section 14 (Riverside's Use of Submitted Data and Feedback; De-Identified Information) regarding use of de-identified data and the Privacy Policy.

In addition to the license You grant Us with respect to the Submitted Data, You grant Riverside a nonexclusive, worldwide, perpetual, royalty-free, irrevocable right to use, disclose, reproduce, modify, license, transfer, and otherwise distribute any comments, ideas, and suggestions for improvements or developments related to or associated with the Services that You provide ("Feedback") in any manner without compensation to You. Please do not submit Feedback if You do not wish to grant Us the rights set forth in this Section.

By providing Submitted Data and/or Feedback, You represent and warrant that You own such Submitted Data and/or Feedback (including intellectual property rights therein), or that You have obtained sufficient authority and right to the Submitted Data and/or Feedback in order to grant the rights to Riverside contemplated under these Terms of Use and any user documentation.

YOU ARE ADVISED TO EXPORT AND SAFEGUARD SUBMITTED DATA AND BACK UP IMPORTANT INFORMATION FREQUENTLY. If You choose to provide Submitted Data to Riverside via the Services, Riverside will periodically back up the Submitted Data and will take reasonable steps to securely store said backups. Notwithstanding anything to the contrary, You hereby release Riverside from any claim or liability relating to any failure in Riverside's database system and backup practices.

After expiration of the Term, Riverside will return or delete Submitted Data, in whole or in part, promptly after receiving written request and instruction from You or Your authorized designee, unless retention is necessary in Riverside's determination to provide other services to You; fulfill any other obligation it may owe You; or comply with applicable laws, regulations, court orders, or other legal processes. Riverside will retain all data that is not returned or deleted pursuant to the foregoing process in accordance with its standard records retention policy.

Notwithstanding anything in this Section, Riverside may retain Submitted Data in accordance with its backup or other disaster recovery policies and procedures. You acknowledge and agreed that backed-up data cannot be recovered following deletion. You unconditionally release, waive, and discharge any right or entitlement, whether by contract, under operation of law, or otherwise, to bring any cause of action or claim against Riverside now or in the future in connection with any data deletion request You make. You assume any and all risk of loss, liability, damage, expenses, or costs that may occur as a result of Your data deletion request.

7. Platform Availability and Errors

Riverside will use commercially reasonable efforts to make the Services available to You without significant interruption. At times the Services may be unavailable due to technical errors or for maintenance and support activities. We do not represent, warrant, or guarantee that the Services will always be available or are completely free of human or technological errors.

If a Service experiences a significant interruption that is not due to scheduled downtime, Riverside will use timely and commercially reasonable efforts to restore required functionality (the "Availability Commitment"). The Availability Commitment does not apply to downtime: (i) due to emergencies; (ii) that Riverside otherwise schedules, for example, to install software updates and patches; (iii) due to Your violation of these Terms; or (iv) due to Your failure to update or upgrade your Services or the equipment you use to access the Services when suggested by Riverside.

The Services may contain typographical mistakes, inaccuracies, or omissions, and some information may not be complete or current. We expressly reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. We do not make any representation or warranty concerning errors, omissions, delays, or defects in the Services or any information supplied to You via the Services, or that files available through the Services are free of viruses, worms, Trojan horses, or other code that include or manifest contaminating or destructive characteristics.

You may contact Riverside's technical support team with questions about the Services at the hours listed on our Support Page. In addition to taking reasonable steps to respond to reproducible errors or bugs in the Services commensurate with the severity of the error or bug, technical support may also provide You with information regarding Service availability.

8. Use Restrictions

You agree not to copy, duplicate, publish, distribute, display, modify, create derivative works of, or alter physical or electronic characteristics of the Services. You agree not to dismantle or reverse engineer or clone any part of the Services. You will not grant sublicenses to, assign, transfer, sell, or rent the Services or any sublicenses thereto without Riverside's prior written consent.

Because the Services, including Score Conversions and Reports, are Riverside Intellectual Property and are considered confidential information of Riverside, the Services will not be disclosed by You in response to requests made by third parties unless otherwise required pursuant to applicable law or valid court order, and then only after prior notice is provided to Riverside as well as an opportunity to prevent such disclosure. You agree that You will not otherwise, directly or indirectly, disclose any confidential information of Riverside without Riverside's prior written consent.

Subject to the restrictions in Section 5 (Test Security; Use of Assessment Score Reports), You may print, copy, display, and otherwise distribute Reports, but not any other parts of the Services, provided that such actions comply with Your obligations under the Policies and Standards and are otherwise in compliance with all applicable laws, regulations, and professional standards and obligations. You represent and warrant that You have obtained the necessary permissions from parents/guardians, students/examinees and other applicable third parties relating to Your use of the Reports. You hereby release Riverside from any claim or liability relating to Your use of the Reports.

Notwithstanding anything to the contrary, You will not under any circumstance import any external content into any Reports or copy, display, or reproduce any test question from the Services without Riverside's prior written consent.

Your use of the Services to generate Reports is based on quantities of student administrations (record forms, answer documents, other consumable test or response booklets, digital administrations, or digital licenses) that You license from Riverside. You are only entitled to assess one student/examinee per record form, answer document, other consumable test or response booklet, digital administration, or digital license; however, multiple different Reports may be generated from a single test administration.

You agree that when using the Services, You will not: (i) introduce into the Services any virus, rogue program, time bomb, drop dead device, ransomware, back door, Trojan horse, worm, or other malicious or destructive code, software routines, denial of service attack, or equipment components designed to permit unauthorized access to the Services; (ii) otherwise harm other users, Riverside Intellectual Property, or any third parties; or (iii) authorize any third parties to perform any of the foregoing actions.

You will not use the Services to commit fraud or conduct other unlawful activities. You will not access or attempt to access any other person's account, personal information, or content without having the requisite permission or authority.

You will not use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information about the Services or any users thereof for any reason.

You will not decrypt, transfer, frame, display, or translate (except translations for limited personal use authorized in writing by Riverside) any part of the Services.

You will not connect to or access any Riverside computer system or network without authorization.

You will not use the information in the Services to create or sell a similar product or service, or use the Services for the purpose of soliciting, selling, or offering services, merchandise, or products.

9. Third Party Websites

The Services may integrate with or provide links to other content, including websites or open education resources, on the Internet that We do not control. This content may provide opinions, recommendations, or other information from various individuals, organizations, or companies. We are not responsible for the nature, quality, or accuracy of such content. Inclusion of any linked content in the Services does not imply or express an approval or endorsement thereof by Us or of any of the opinions, treatments, information, products, or services provided in this content, even if We receive a referral fee in connection with Your use of such third-party content.

10. Limited Warranty

Riverside warrants that the Services will not infringe any valid United States copyrights existing at the time the Services are made available to You, provided that this warranty does not extend to any infringement arising out of: (i) the use of the Services in combination with systems, equipment, materials, content, or platforms not supplied by Riverside or any use of the Services outside of the United States; (ii) Your use of the Services in violation of these Terms of Use the user documentation provided by Riverside, or any other agreement between You and Riverside; (iii) Your modification of the Services; (iv) Your failure to install or implement a released upgrade to the Services that would have avoided the infringement; or (v) any Submitted Data or Feedback. If You promptly notify Riverside of any such infringement claim brought by a third party of which You have knowledge or notice, and accord Riverside the right, at its sole option and expense, to handle the defense of the infringement claim, Riverside will defend You against such infringement claim and pay any final judgment or settlement thereof. Notwithstanding the foregoing, Riverside will not indemnify for any infringement claim that arises out of the scenarios set forth in clauses (i)-(v) of this Section. If such an infringement claim arises, or if Riverside becomes aware of the possibility of such a claim, then Riverside may, at its sole discretion (a) acquire the right for You to continue to use the affected Services in accordance with these Terms, (b) furnish You with a non-infringing replacement as soon as commercially possible, or (c) terminate these Terms in whole or in part by refunding any pre-paid, unused fees You paid for use of the Services. The obligations set forth in this Section are Your exclusive remedy and Riverside's sole obligations with respect to any breach of this warranty.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 10 (LIMITED WARRANTY), THE SERVICES ARE PROVIDED "AS IS." RIVERSIDE MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, WITH RESPECT TO THE SERVICES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RIVERSIDE DOES NOT WARRANT OR MAKE ANY PROMISES REGARDING THE CORRECTNESS, COMPLETENESS, SECURITY, USEFULNESS, ACCURACY, AVAILABILITY, OR RELIABILITY OF (I) YOUR USE THE SERVICES OR (II) ANY ADVICE YOU GLEAN OR INFER FROM THE SERVICES, WHETHER PROVIDED BY US OR A THIRD PARTY. WE DO NOT WARRANT (X) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL CODE; (Y) THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULT; OR (Z) THAT ANY DEFECTS WITH RESPECT TO THE SERVICES WILL BE CORRECTED.

11. Term and Termination

These Terms of Use are effective during the Term, subject to the termination and survival provisions of this Section 11 (Term and Termination).

Either party will have the right to terminate these Terms of Use if the other party breaches any of its obligations thereunder and fails to cure the same within thirty (30) days after receipt of written notice of default, except that there will be no cure period for Your breach of Riverside's rights under Section 4 (Riverside's Intellectual Property); Section 5 (Test Security; Use of Assessment Score Reports), Section 6 (Grant of Rights in Submitted Data and Feedback; Storage), or Section 8 (Use Restrictions). Upon termination of these Terms of Use, any rights You have in the Services will terminate.

The provisions of Section 4 (Riverside's Intellectual Property), Section 5 (Test Security; Use of Assessment Score Reports), Section 6 (Grant of Rights in Submitted Data and Feedback; Storage),

Section 8 (Use Restrictions), Section 10 (Limited Warranty), Section 12 (Indemnification), Section 13 (Limitation of Liability), Section 14 (Riverside's Use of Submitted Data and Feedback; De-Identified Information), and Section 19 (General) will survive any expiration or termination of these Terms of Use. Riverside reserves the right to terminate these Terms of Use for convenience by providing You with reasonable notice and thereafter allowing You a reasonable opportunity (not to exceed 30 days) to export a copy of Your Submitted Data.

If these Terms of Use are terminated for any reason, Riverside may make a reasonable effort to grant You access to the Services for not more than thirty (30) days for the sole purpose of exporting Submitted Data (the "Submitted Data Retrieval Period"). Upon conclusion of the Submitted Data Retrieval Period, Riverside may destroy copies of Submitted Data in its possession.

If these Terms of Use expire, retention of Submitted Data will be governed by Section 6 (Grant of Rights in Submitted Data and Feedback; Storage).

12. Indemnification

BOTH PARTIES AGREE TO INDEMNIFY, DEFEND, AND HOLD THE OTHER HARMLESS AGAINST ALL TCLAIMS, ACTIONS, LIABILITIES, LOSSES, DEMANDS, DAMAGES, DEFICIENCIES, JUDGEMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINCES, COSTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH EACH PARTY'S OWN NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OF THE SERVICES. HOWEVER, THE INDEMNITY OBLIGATION SET FORTH IN THIS CLAUSE SHALL BE SUBJECT TO THE FOLLOWING LIMITATIONS: (1) THE TOTAL INDEMNITY OBLIGATION OF EITHER PARTY SHALL BE CAPPED AT $1,000.00 IN THE AGGREGATE, REGARDLESS OF THE NUMBER OF CLAIMS, ACTIONS, OR PROCEEDINGS. IN THE EVENT THAT THE INDEMNITY OBLIGATION REQUIRES THE PAYMENT BY FUND BY THE SCHOOL DISTRICT, THE INDEMNITY OBLIGATION SHALL BE CONTINGENT UPON THE CERTIFICATION BY THE DISTRICT'S FISCAL OFFICER, PURSUANT TO OHIO REVISED CODE SECTION **5705.41**, THAT SUFFICIENT APPROPRIATED FUNDS ARE AVAILABLE TO COVER THE INDEMNIFICATION AMOUNT. IF THE FISCAL OFFICER DOES NOT CERTIFY AVAILABLE FUNDS, THE INDEMNITY OBLIGATION DOES NOT APPLY.

13. Limitation of Liability

RIVERSIDE'S TOTAL AGGREGATE LIABILITY FOR LOSSES OR DAMAGES RELATING TO THESE TERMS OF USE AND/OR THE SERVICES, OR YOUR USE OR INABILITY TO USE THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WILL IN NO EVENT EXCEED THE GREATER OF: (A) ONE THOUSAND U.S. DOLLARS (USD $1,000.00) OR (B) THE FEES ACTUALLY PAID BY YOU TO RIVERSIDE IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

IN NO EVENT WILL RIVERSIDE BE LIABLE TO YOU OR ANY THIRD PARTY, EITHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, PUNITIVE, ENHANCED, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF FUTURE REVENUE, INCOME OR PROFITS, LOSS OF DATA, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

THE LIMITATIONS SPECIFIED IN THIS SECTION 13 WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OF USE IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

14. Riverside's Use of Submitted Data and Feedback; De-Identified Information

Riverside may, from time to time, anonymize Submitted Data so that it constitutes de-identified Information ("De-Identified Information"). Riverside will only use De-Identified Information in accordance with HIPAA and FERPA and for lawful purposes, including quality assurance, product research and development, publications relevant to our Services and industry, norm development and validation, and other activities to develop, evaluate, improve, and demonstrate the effectiveness of our educational and clinical Services. The De-Identified Information will not directly identify a person but may be linkable to a particular computer, device, operation system, platform, or software instance (via a unique device ID or otherwise) ("Usage Information"). You acknowledge and agree that Riverside will be free to use De-Identified Information, in compliance with HIPAA and FERPA requirements, for the purposes described in these Terms of Use.

15. Protection of Student Personal Information

Please see the Privacy Policy governing your license of our Services for information about (i) Our practices related to collection, use, and deletion of personal information, including how You can access, review, and update personal information, and (ii) the security measures We have in place designed to safeguard your information.

16. Applicability of HIPAA

If You are a "Covered Entity" as defined under HIPAA, You and Riverside agree that the Business Associate Addendum will govern HIPAA-related matters (click here to review the Business Associate Addendum). If You are not a Covered Entity, this Section does not apply.

17. Federal Government Terms and Conditions

If You are the United States Government or any agency, subdivision, or instrumentality thereof (the "U.S. Government"), the Services (including any related databases, documentation, technical data, and programmer's tools) delivered to the U.S. Government are "commercial computer software" or "commercial technical data" pursuant to the applicable FAR, DFARS, or other agency-specific supplemental regulations. As such, the use, duplication, disclosure, modification, and adaptation of the

Services are subject to these Terms of Use, pursuant to FAR 12.212 (Computer Software) and 12.211 (Technical Data), as applicable. If You are the U.S. Government and subject to the DFARS, then the Services (including any related databases, documentation, technical data, and programmer's tools) is provided subject to DFARS 252.227-7015 (Technical Data—Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), as applicable. Should the Services be deemed to not constitute "commercial computer software" or "commercial technical data," then they will be given to the U.S. Government with "Limited Rights" or "Restricted Rights" (as defined under DFARS), as applicable. In all cases, these Terms of Use supersede any conflicting terms or conditions in any government order document; provided, any provisions contained herein contrary to applicable mandatory federal laws will be treated as provided in FAR 52.212-4(u).

18. Consent Regarding Students' Personal Information

Please note that FERPA requires parental/guardian consent before a service provider, such as Riverside, is given access to personal information contained in a student's/examinee's educational records. Under FERPA, this parental/guardian consent requirement is met where the service provider acts as a type of "school official" by performing services for the school that would otherwise be performed by the school's own employees. Riverside fulfills FERPA requirements for qualifying as a school official by, among other steps, giving schools direct control with respect to the use and maintenance of the educational records at issue (including associated personal information) and refraining from re-disclosing or using this personal information except for purposes of providing the Services or as required by applicable laws, regulations, court orders, or other legal processes. Riverside will comply with access requests as required by FERPA.

19. General

THESE TERMS WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PRINCIPLES OR RULES (WHETHER UNDER THE LAWS OF THE STATE OF OHIO OR OF ANY OTHER JURISDICTION) TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REUQIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF OHIO. The foregoing choice of law notwithstanding, copyright, trademark, and patent claims are subject only to U.S. Federal law and U.S. Federal court interpretation thereof. You agree that any action at law or in equity arising out of or relating to these Terms of Use will be filed only in the state or federal courts located in the Ohio. These Terms will not be assignable by You, either in whole or in part. Riverside reserves the right to assign the rights and obligations under these Terms of Use for any reason and in Riverside's sole discretion. The Privacy Policy must be read in conjunction with these Terms of Use, and the provisions of the Privacy Policy are incorporated herein. These Terms of Use and the Privacy Policy constitute the entire agreement between You and Riverside concerning the Services, your use thereof, and any related activities, and supersede all discussions, proposals, bids, understandings, agreements, invitations, orders, and other communications, oral or written, on this subject. These Terms may not be waived, amended, or modified in any way without the prior written permission of Riverside. We may revise and update these Terms of Use from time to time and will post the revised terms of use to Our website and may also post links to them on Our Platforms. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THESE TERMS OF USE, ANY CHANGES TO THESE TERMS OF USE WILL APPLY IMMEDIATELY UPON POSTING. If any one or more provisions of these Terms of Use are found to be illegal or unenforceable, the remaining provisions will be enforced to the maximum extent possible. To the extent any licensed

order from You conflicts with or amends these Terms of Use in any way, these Terms of Use, as unmodified, will prevail. To the extent the Privacy Policy conflicts with or amends these Terms of Use in any way, the Privacy Policy will prevail.

Any license granted under these Terms of Use to You must be expressly provided herein, and there will be no licenses or rights implied hereunder, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted to You by Riverside are reserved.

Wadsworth City School District

By (signature): _____

Date: _____

Name and title printed:

_____

Riverside Assessments, LLC dba Riverside Insights

By (signature): [redacted]

Date: January 16, 2025

Name and title printed:

Scott E. Olson, Funding and Proposal Manager

Wadsworth City School District
Student Data Privacy Agreement for Technology Providers

As used in sections 3319.325, 3319.326, and 3319.327 of the Revised Code:

(A) "Educational records" means records, files, documents, and other materials that contain information directly related to a student and are maintained by a school district board of education or by a person acting for the school district. "Educational records" does not include any of the following:

- (1) Records of instructional, supervisory, and administrative personnel and educational personnel that are in the sole possession of the maker and are not accessible or revealed to any other person except a substitute teacher;

- (2) In the case of persons who are employed by a school district, records made and maintained in the normal course of business that relate exclusively to such person in that person's capacity as an employee and are not available for use for any other purpose;

- (3) Records on a student who is eighteen years of age or older, which are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the person's professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records can be personally reviewed by a physician or other appropriate professional of the student's choice. Sub. S. B. No. 29 135th G.A. 22

(B) "Educational support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a school district board of education or an entity under contract with a school district designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services.

(C) "School-issued device" means hardware, software, devices, and accounts that a school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use.

(D) "Student" means an individual currently or formerly enrolled in a school district and applicants for enrollment.

(E) "Technology provider" means a person or entity who contracts with a school district to provide digital tools, platforms, or services for the creation , administration and analysis of educational assessments and who creates, receives, or maintains educational records pursuant or incidental to its contract with the district. Sec. 3319.326. Nothing in this provision shall be construed to supersede the applicable provisions set forth in 2024 Am.Sub.S.B. 29, 2024 Am.H.B. 432, and applicable laws.

A technology provider shall comply with Chapter 1347. of the Revised Code with regard to the collection, use, and protection of data as if it were a school district.

(A) Educational records created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a school district are solely the property of the school district; provided, both parties acknowledge and agree that this Agreement does not transfer any of Provider's pre-existing intellectual property rights owned by Provider including any intellectual property rights with respect to Provider's assessment products and services. Nothing in this provision shall be construed to supersede the applicable provisions set forth in 2024 Am.Sub.S.B. 29, 2024 Am.H.B. 432, and applicable laws.

(B) If educational records maintained by the technology provider are subject to a breach of the security of the data, as described in section 1347.12 of the Revised Code, the technology provider shall, following discovery of the breach, disclose to the school district all information necessary to fulfill the requirements of that section.

(C) Unless renewal of the contract is reasonably anticipated, within ninety days of the expiration of the contract, and upon written request form District, technology provider shall destroy or return to the appropriate school district all educational records created, received, or maintained pursuant or incidental to the contract; subject to technology provider's disaster

recovery retention policies and except as required under applicable law, regulation, court order, subpoena, or similar legal process. Nothing in this provision shall be construed to supersede the applicable provisions set forth in 2024 Am.Sub.S.B. 29, 2024 Am.H.B. 432, and applicable laws.

(D) A technology provider shall not sell, share, or disseminate educational records, except as provided by this section or as part of a valid delegation or assignment of its contract with a school district; provided, technology provider may assign its rights and delegate its responsibilities under this Agreement to a successor entity in the event of a merger, acquisition, reorganization, or sale of all or substantially all of its assets. Nothing in this provision shall be construed to supersede the applicable provisions set forth in 2024 Am.Sub.S.B. 29, 2024 Am.H.B. 432, and applicable laws.

(E) A technology provider shall not use educational records for any commercial purpose, including, but not limited to, marketing or advertising to a student or parent. A commercial purpose does not include providing the specific services contracted for by a school district. Nothing in this division prohibits the technology provider from using aggregate information removed of any personally identifiable information for improving, maintaining, developing, supporting, or diagnosing the provider's site, service, or operation.

(F) A contract between a technology provider and a school district shall ensure appropriate security safeguards for educational records and include both of the following:

- (1) A restriction on unauthorized access by the technology provider's employees or contractors; Sub. S. B. No. 29 135th G.A. 23

- (2) A requirement that the technology provider's employees or contractors may be authorized to access educational records only as necessary to fulfill the official duties of the employee or contractor.

(G) This Agreement is made subject to and incorporates by reference technology provider's Terms of Use (available at: https://info.riversideinsights.com/terms-of-use), including the limitations of liability therein to the extent such provisions do not conflict with the applicable provisions set forth in 2024 Am.Sub.S.B. 29, 2024 Am.H.B. 432, and applicable laws.

Wadsworth City School District

By (signature): _____

Date: _____

Name and title printed:

_____

Riverside Assessments, LLC dba Riverside Insights

By (signature): [redacted]

Date: January 16, 2025

Name and title printed:

Scott E. Olson, Funding and Proposal Manager

Wadsworth City School District
Student Data Privacy Agreement for Technology Providers

As used in sections 3319.325, 3319.326, and 3319.327 of the Revised Code:

(A) "Education records" has the same meaning as in the "Family Educational Rights and Privacy Act of 1974," 20 U.S.C. 1232g, and does not include any of the following:

- (1) Records of instructional, supervisory, and administrative personnel and educational personnel that are in the sole possession of the maker and are not accessible or revealed to any other person except a substitute teacher;

- (2) In the case of persons who are employed by a school district, records made and maintained in the normal course of business that relate exclusively to such person in that person's capacity as an employee and are not available for use for any other purpose;

- (3) Records on a student who is eighteen years of age or older, which are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the person's professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records can be personally reviewed by a physician or other appropriate professional of the student's choice. Sub. S. B. No. 29 135th G.A. 22

(B) "Educational support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a school district board of education or an entity under contract with a school district designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services.

(C) "Information technology center" means an information technology center established under 3301.075 of the Revised Code.

(D) "School-issued device" means hardware, software, devices, and accounts that a school district, acting independently or with a technology provider, provides to an individual student for dedicated student use.

(E) "Student" means an individual currently enrolled in a school district in any of grades kindergarten through twelve.

(F) "Technology provider" means a person who contracts with a school district to provide a school-issued device for student use and creates, receives, or maintains education records pursuant or incidental to its contract with the district.

Except as used in division (G) of section 3319.326 of the Revised Code, "technology provider" does not include a county board of developmental disabilities, educational service center, information technology center, assessment provider, curriculum provider, or city, local, exempted village, or joint vocational school district that enters into a service contract with a school district that includes issuing school-issued devices to students.

Sec. 3319.326. A technology provider shall comply with Chapter 1347. of the Revised Code with regard to the collection, use, and protection of data as if it were a school district.

(A) Education records created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a school district are solely the property of the school district.

(B) If education records maintained by the technology provider are subject to a breach of the security of the data, as described in section 1347.12 of the Revised Code, the technology provider shall, following discovery of the breach, disclose to the school district all information necessary to fulfill the requirements of that section.

(C) Unless renewal of the contract is reasonably anticipated, within ninety days of the expiration of the contract, a technology provider shall destroy or return to the appropriate school district all education records created, received, or maintained pursuant or incidental to the contract.

(D) A technology provider shall not sell, share, or disseminate education records, except as provided by this section or as part of a valid delegation or assignment of its contract with a school district.

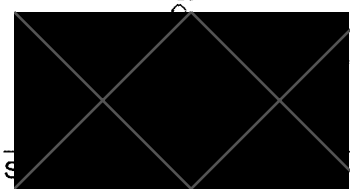
(E) A technology provider shall not use education records for any commercial purpose, including, but not limited to, marketing or advertising to a student or parent. A commercial purpose does not include providing the specific services contracted for by a school district. Nothing in this division prohibits the technology provider from using aggregate information removed of any personally identifiable information for improving, maintaining, developing, supporting, or diagnosing the provider's site, service, or operation.

(F) A contract between a technology provider and a school district shall ensure appropriate security safeguards for education records and include both of the following:

- (1) A restriction on unauthorized access by the technology provider's employees or contractors; Sub. S. B. No. 29 135th G.A. 23

- (2) A requirement that the technology provider's employees or contractors may be authorized to access education records only as necessary to fulfill the official duties of the employee or contractor.

For the Technology Provider:



S

1/20/202

Date

For the Wadsworth City School District Board of Education:

Signature of Treasurer

Date

Jan 14, 2025

RE: Wadsworth Junior banquet

Dear Rob

GALAXY

The Galaxy Restaurant & Banquet Center is pleased to propose the following arrangements for your upcoming event.

Date	Time	Function	Function Room	Setup	Attendees	Rental
4/26/2025	7:00pm-10:00pm	Dinner Dance	Grand Ballroom	Rounds	200	$0

Banquet function rooms are assigned according to the anticipated number of guests. If there are fluctuations in the number of attendees, The Galaxy Restaurant & Banquet Center reserves the right to reassign the banquet function room accordingly. It is required that The Galaxy Restaurant & Banquet Center be notified of the exact number of meals to be served at least ***five (5) business days*** prior to the function. If no guarantee is received, The Galaxy Restaurant & Banquet Center will consider your originally agreed number of people to be the guarantee. This number will be considered a guarantee for which you will be charged even if fewer guests attend. The Galaxy Restaurant & Banquet Center will be prepared to serve up to a 5% increase for attendees above the guarantee count.

Deposits

A deposit of $waived is due with the signed contract to hold your event space as definite. All deposits received will be applied towards the total charges of the event. Deposits are non-refundable.

Banquet Rental

The Galaxy Restaurant & Banquet Center is pleased to extend a ***Banquet Minimum of $waived*** for your event. Failure to meet the established Banquet Minimum will result in a room rental charge being applied to reach the required Banquet Minimum.

Cancellation Policy

Cancellations must be provided in writing to The Galaxy Restaurant & Banquet Center. If the cancellation notice is received more than 180 days prior to the event date, the deposit(s) will be forfeited. If the cancellation notice is received less than 180 days prior to the event date, the deposit(s) will be forfeited and a $500.00 cancellation fee imposed. The cancellation fee is to serve as liquidated damages on behalf of The Galaxy Restaurant & Banquet Center's inability or difficulty rebooking requested date(s), in the time frame mentioned, and not meant as a penalty to the client. If The Galaxy Restaurant & Banquet Center rebooks a like event on the same date that was cancelled, the cancellation fee will be refunded minus a $100.00 administrative fee. Cancellation fees are due and payable within thirty (30) days after cancellation of the agreement. **An interest fee will be assessed at the rate of 1.5% per month.**

The performance of this agreement by either party is subject to acts of God, government regulations, disasters, strikes, civil disorders or other emergencies making it illegal or impossible to provide the facilities for your event. It is provided that this agreement may be terminated for any one or more such reasons by written notice from one party to the other. In the event of such written notice of cancellation for the above mentioned reasons, no cancellation penalties will be invoked.

The balance based on the guaranteed number of attendees is due the **day of the event.** Acceptable forms of payment include cash, credit card or cashier's check; unless prior payment arrangements have been made with the Banquet Director. Any additional charges resulting from such things as increased number of attendees or damage to the facility will be due upon departure. **If a remaining balance is left outstanding, an interest fee will be assessed at the rate of 1.5% per month.**

Hours

Time allotment for The Galaxy Restaurant & Banquet Center's functions is based on specific time availability. Functions exceeding the pre-determined departure time will be assessed an additional charge of ***seventy-five dollars ($75.00) plus tax per half hour.*** Evening departure time will be no later than 12:00 AM (midnight) unless pre-arranged with the Banquet Director.

Banquet Regulations

The Galaxy Restaurant & Banquet Center must provide all food and beverage unless approved by Banquet Director. All alcohol must be purchased through The Galaxy Restaurant & Banquet Center. All bartenders must be employees of The Galaxy Restaurant & Banquet Center. Purchaser agrees to abide by all state laws regarding alcohol consumption including restrictions of consumption by a minor. Management reserves the right of refusal or discontinuance of alcoholic beverage to any individual guests. All serving of alcohol at banquet functions are to cease at 11:45 PM. Your group acknowledges that The Galaxy Restaurant & Banquet Center cannot be responsible for the safekeeping of equipment, supplies, written material or other valuable items. Accordingly, your group acknowledges that it will be responsible for providing security for any such aforementioned items and hereby assumes the responsibility for loss thereof. Likewise, the function host will be responsible and charged for any damage(s) or theft of The Galaxy Restaurant & Banquet Center's facilities caused by its group during the scheduled function. The Galaxy Restaurant & Banquet Center will arrange for security personnel when necessary at any contracted event, the charge for which will be an additional fee to the function host. **In accordance with local and state health department regulations, no food or beverage may be taken out of the banquet facility following the event.** Confetti and glitter is not to be used without permission of the Banquet Director. An additional $150.00 service fee may apply.

Menus

We will be contacting you in the future to finalize your menu selections. Menu selections should be finalized and submitted no later than ***twenty-one (21) days prior to the event.*** If you do not find specifically what you would like, we would be pleased to design special menus to fit your needs. *As economic conditions and inflation vary, The Galaxy Restaurant & Banquet Center reserves the right to adjust pricing at its sole discretion. The Galaxy Restaurant & Banquet Center will guarantee the price per person for your event for 90 days prior to your event.*

Set-Up Fee and Tax

The set-up fee covers expenses of setup, clean up, centerpieces, standard linens and any overhead expenses. The set-up fee (20%) will be added to the food and beverage total. Applicable Ohio sales tax (6.75%) also apply to this charge. Any specialty requested services may also be added to the event total by the client and said services will be subject to Ohio sales tax.

Gratuity

Our banquet staff are paid wages that are not dependent on gratuity to meet minimum wage requirements. If you feel the staff went above and beyond your expectations please feel free to provide gratuity based on your discretion.

We are currently holding event space for you on a tentative basis. This agreement will only become binding when signed and dated by both the client and The Galaxy Restaurant & Banquet Center along with simultaneous receipt of the client's deposit.

Please review and sign one copy of this event contract and return it to our office with your deposit no later than Jan 28, 2025 Thank you again for choosing The Galaxy Restaurant & Banquet Center. It will be a pleasure working with you in making your event a success!

Sincerely,
The Galaxy Restaurant & Banquet Center
Event Name: Wadsworth Junior banquet

[redacted]

Client Signature Date

[redacted] Date

GALAXY

Big Brothers Big Sisters.
OF SUMMIT, MEDINA, & STARK COUNTIES

Memorandum of Understanding

Roles and Responsibilities in Site Based Mentoring Partnership

Central Intermediate School

Responsibilities of Big Brothers Big Sisters of Summit, Medina and Stark Counties

- Assign a BBBS staff member to work in partnership with Central Intermediate School to coordinate program logistics, recruitment, enrollment and bring the program to fruition in accordance with BBBS Site Based Standards
- Provide insurance coverage for all youth and volunteer participants
- Provide full screening of all volunteers, to include
    - Volunteer Application
    - Private In-Person/Virtual interview
    - Collection of references
    - Collateral information (on as-needed basis)
- Provide full screening of clients
- Provide appropriate pre-match training to all volunteers
- Provide on-going training opportunities for all volunteers
- Assist Central Intermediate School with identification of students that would be appropriate to participate in the program
- Match volunteers and Central Intermediate School students based on needs and common interests
- Contact both the child and the volunteer on a regular basis and provide support to each match
- Meet with Central Intermediate School staff to discuss individual match issues and program logistics on an as needed basis (e.g. when matches are made or when matches close)
- Collect evaluations of matches and program during the programming
- Share outcomes/feedback specific to Central Intermediate School at key points during the year
- Report on successes, challenges, and opportunities within the partnerships to funders
- Help with student referrals so matches can be made
- Recognize that this program is a year-round program. ?
- Share outcomes/feedback to Central Intermediate School at key points during the year

Big Brothers
Big Sisters.
OF SUMMIT, MEDINA,
& STARK COUNTIES

Responsibilities of Central Intermediate School

- Promote the BBBS Partnership with Central Intermediate School staff to enhance collaboration efforts
- Identify a Central Intermediate School Liaison for partnership to be in regular communication with BBBS staff regarding program logistics
- Provide a consistent location that is conducive to one-on-one BBBS programming. This space should allow for:
    - Child interviews to take place
    - Group Programming to occur
    - Individual matches to meet on a one-on-one basis during programming
    - Match support to occur during programming
- Provide access to Central Intermediate School records of participating Central Intermediate School students in the program
- Provide attendance to BBBS staff the day of the mentoring program so Bigs can be informed of the absence of their Littles
- Disciplinary action from Central Intermediate School will not include prohibiting the student from meeting with his/her Big with the exception of a student being prohibited from access to the building via suspension, expulsion, or other measures deemed necessary by school administrators
- Promote the completion of a survey (per participating student) with all program staff in charge of programming
- Provide schedules of programming to assist the BBBS staff in coordinating meeting times for individual matches
- Maintain goal number of matches. This project has a goal of 10 active matches during the year. Therefore, if students leave Central Intermediate School lose interest in the program or are dismissed from the program, Central Intermediate School will work to replace those spots with newly recruited students.
- Recognize that Site Based Mentoring is a minimum 1 academic year commitment program
- Cost per match is $1,200 which BBBS will incur. Recognize BBBS as an active partner in any grant opportunities
- As able, make a good faith effort to promote and/or participate in fundraisers created by BBBS to maintain free programming to sites

Responsibilities of Central Intermediate School Program Liaison to BBBS

Big Brothers
Big Sisters.
OF SUMMIT, MEDINA,
& STARK COUNTIES

- Serve as the official Central Intermediate School Liaison to Big Brothers Big Sisters of Summit, Medina and Stark Counties
- Provide BBBS staff person with updated contact information and preferred methods of contact
- Be available to meet with BBBS staff person on a monthly basis
- Assist BBBS staff person in recruiting children to be a part of the program. This will include
    - Dispensing and collecting student applications
    - Assisting the BBBS staff person find appropriate times to complete interviews at Central Intermediate School
    - Maintaining a waiting list of additional students that would potentially like to be involved
- Promote good attendance by ensuring students are aware of program meeting times and locations. This may include passing out reminder flyers and making announcements for students to meet.
- Complete a survey regarding customer satisfaction on a regular basis and assist with the collection of surveys for BBBS staff.
- Attend at least one formal meeting during the year to evaluate the program.

Signature from Central Intermediate School:

Signature of Central Intermediate School Representative:
Date:

Title:

Signature of Central Intermediate School Program Liaison:
Date:

Title:

Signature from Big Brothers Big Sisters of Summit, Medina and Stark Counties

Signature of BBBS Representative: Date

Title:

DEFENDING POTENTIAL

Book	Policy Manual
Section	Special Update - S.B. 29 Corrections & Special Education Model - January 2025
Title	Special Update - S.B. 29 Corrections & Special Education Model - January 2025 - Special Education Model Policies and Procedures Developed by DEW
Code	04 - Legal Alert
Status	From Neola

LEGAL ALERT

To: Neola Clients

From: Peters Kalail & Markakis Co., L.P.A.

Re: Special Education Model Policies and Procedures Developed by DEW

Date: January 2025

The Ohio Department of Education and Workforce ("DEW") recently released updated **Special Education Model Policies and Procedures** ("Model Policies") that are consistent with the 2023 Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities ("Operating Standards"). The Operating Standards requires educational agencies to adopt written policies and procedures regarding the education of children with disabilities (3301-51-02). In addition, the Operating Standards allow educational agencies to choose which method they will use to determine the existence of a specific learning disability and require districts to develop written procedures for the implementation of their chosen method (3301-51-06). To fulfill the preceding requirements, school boards may either adopt the Model Policies or develop their own. Given that the updated Model Policies reflect existing regulations and explain procedural mechanisms, Neola recommends that Boards adopt them. If, however, a board of education wants to enhance or expand upon the Model Policies to meet the needs of students and staff in their district, they may do so.

According to DEW, when a board adopts the Model Policies, the district is further agreeing to use the required special education forms as stated on DEW's website. In issuing the Model Policies, the DEW further reminded school districts of their responsibility to ensure the students' rights as written in the procedural safeguards are included when creating contracts or written agreements with other educational agencies or entities.

As part of the upcoming Winter Update, Neola will be issuing an updated Policy 2460 – Special Education. As with its predecessor, this document notes that while the Model Policies are comprehensive, they do not include every requirement set forth in the IDEA, the regulations implementing IDEA, the Operating Standards, the Ohio Revised Code ("ORC"), and/or the Ohio Administrative Code ("OAC"); as such, it is important for districts to recognize that in the end they are responsible for following the preceding laws, regardless of whether their provisions are restated in the Model Policies.

Boards of education are required to notify the DEW of their policies through the Monitoring System and to upload their board approval of these policies annually. For the 2024-2025 school year, your district has until March 30, 2025, to complete these actions. Starting with the 2025-2026 school year and each year after, the due date will be Nov. 30.

If you have any questions concerning whether to adopt the Model Policies or develop your own, boards of education should consult with local legal counsel.

Disclaimer: This Alert is provided for informational purposes only. It does not constitute legal advice and does not create an attorney-client relationship. Any questions about the content of this alert should be directed to your legal counsel.

Book	Policy Manual
Section	Ready for Production February 2025
Title	Special Update - S.B. 29 Corrections & Special Education Model - January 2025 Model Policies Sample Resolution
Code	05 - Sample Resolution
Status	

[ ] [OPTION #1]

RESOLUTION NO. _____

Wadsworth City _____ SCHOOL DISTRICT BOARD OF EDUCATION

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF THE __Wadsworth City_____ SCHOOL DISTRICT, as follows:

BE IT RESOLVED, the Board of Education hereby adopts the Special Education Model Policies and Procedures ("Model Policies") that were released by the Ohio Department of Education and Workforce ("DEW") in December 2024, and directs all staff in the District to use and comply with the Model Policies. The Board further authorizes the Superintendent to notify the DEW of the Board's adoption of the Model Policies through the DEW's Monitoring System by uploading a copy of this Board resolution on or before March 30, 2025, and by November 30 for each subsequent school year.

_____ moved and _____ seconded the motion that the above Resolution be adopted.

Upon roll call and the adoption of the Resolution, the vote was as follows:

Yeas: Nays:

ADOPTED this ____ day of _____, 20___.

_____
Treasurer/CFO

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of a Resolution adopted at a meeting held on the ____ day of _____, 20___, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said Resolution.

_____
Treasurer/CFO

[END OF OPTION #1]

[ ] [OPTION #2]

RESOLUTION NO. _____

_____Wadsworth City_____ SCHOOL DISTRICT BOARD OF EDUCATION

WHEREAS, the Board of Education is required - in accordance with Federal and State law (i.e., the Individuals with Disabilities Education Improvement Act ("IDEA"), 34 C.F.R. 300.201, Ohio Revised Code 3323.08, and Ohio Administrative Code 3301-51-01) – to adopt and implement written policies and procedures approved by the Ohio Department of Education and Workforce ("DEW"); and

WHEREAS, in December 2024, the DEW released updated Special Education Model Policies and Procedures ("Model Policies") that an educational agency can adopt to meet the preceding legal requirement;

NOW, THEREFORE, BE IT RESOLVED, the Board of Education hereby adopts the DEW's Model Policies, and agrees to use the written policies and procedures in accordance with the IDEA and the Ohio Operating Standards for Ohio Educational Agencies Serving Children with Disabilities (hereafter referred to as the "Operating Standards"); and

BE IT FURTHER RESOLVED, the Board of Education agrees to use the required special education forms that are located on the DEW's website; and

BE IT FURTHER RESOLVED, the Board acknowledges that the Model Policies, while comprehensive, do not include every requirement set forth in the IDEA, the regulations implementing IDEA, the Operating Standards, the Ohio Revised Code ("ORC"), and/or the Ohio Administrative Code ("OAC"), and the Board recognizes its obligation to follow these laws, regardless of whether their provisions are restated in the Model Policies; and

BE IT RESOLVED, the Board authorizes the Superintendent to notify the DEW of the Board's adoption of the Model Policies through the DEW's Monitoring System by uploading a copy of this Board resolution on or before March 30, 2025, and by November 30 for each subsequent school year.

_____ moved and _____ seconded the motion that the above Resolution be adopted.

Upon roll call and the adoption of the Resolution, the vote was as follows:

Yeas: Nays:

ADOPTED this ____ day of _____, 20___.

_____
Treasurer/CFO

CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and correct copy of a Resolution adopted at a meeting held on the ____ day of _____, 20___, together with a true and correct extract from the minutes of said meeting to the extent pertinent to consideration and adoption of said Resolution.

_____
Treasurer/CFO

[END OF OPTION #2]

BusRight

AMENDMENT # 1 TO MASTER SERVICES AGREEMENT

This Amendment (the "Amendment") is made effective as of_____, by and between:

BusRight, Inc. ("BusRight"),

And

Wadsworth City School District Board of Education ("Subscriber").

WHEREAS, BusRight and Subscriber have entered into a Master Services Agreement dated _____(the "MSA"), pursuant to which BusRight provides certain services to Subscriber; and

WHEREAS, the parties wish to amend the MSA to change the choice of law and venue.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the MSA as follows:

BusRight and Subscriber agree, that Section 6 of the MSA is deleted in its entirety and the following language is substituted in lieu thereof:

> *6.* ***Renewals; Termination****. Subscriber or BusRight may terminate this Agreement before the end of the applicable Term by providing a written notification to the other party, at least 60 days in advance of termination. BusRight may terminate this Agreement in the event Subscriber commits a breach hereof and fails to cure such breach within 30 days from written notice thereof. BusRight shall, for a period of 30 days following such termination or expiration, maintain Subscriber's student information and permit Subscriber with access to such data in a commonly-accepted reporting form. The parties agree that Sections 2-4 and 9-12 shall survive any termination or expiration of this Agreement.*

BusRight and Subscriber agree, that Section 7 of the MSA is amended to by adding the following language at the end of the existing paragraph:

> *Notwithstanding the above, BusRight will replace all BusRight tablets in their entirety, at no additional cost to Subscriber every four (4) years.*

BusRight and Subscriber agree, that Section 12.9 of the MSA is deleted in its entirety and the following language is substituted in lieu thereof:

> 12. 9 ***Controlling Law and Venue***. *This Agreement shall be construed and controlled by the laws of the State of Ohio, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Agreement. Courts located in Medina, Ohio shall be the exclusive forum for any litigation arising out of this Agreement. Subscriber hereby waives any objections to venue, personal jurisdiction, or forum non conveniens.*

Except as set forth in this Amendment, the MSA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the MSA or any earlier amendment, the terms of this Amendment shall prevail.

The parties record their understanding of, and agreement with, the above by signing below:

For and on behalf of BusRight, Inc.:	For and on behalf of Subscriber:
Signed	Signed
Name	Name
Title	Title
Date	Date

BusRight

AGREEMENT

THIS AGREEMENT is made and entered into as of the following date, by and between:

Wadsworth City School District Board of Education
357 Sunset Blvd, Wadsworth, OH 44281
(herein after referred to as the "Subscriber"),

AND

BUSRIGHT, INC.
(herein after referred to as "BusRight"),

WHEREAS, Subscriber intends to subscribe to a bus tracking, routing, and transportation management system for purposes of managing their school bus fleet; and

WHEREAS, BusRight provides a transportation management system that implements bus tracking, routing, and transportation management; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, there Parties hereby agree to the terms set forth in the BUSRIGHT MASTER SERVICES AGREEMENT (MSA).

BUSRIGHT MASTER SERVICES AGREEMENT (MSA)

THIS MASTER SERVICE AGREEMENT (MSA) (this "Agreement") sets forth the terms and conditions pursuant to which BusRight provides its subscribers with access to BusRight's proprietary bus tracking, routing, and transportation management system, more particularly described on BusRight's website located at www.busright.com (the "System"). This includes BusRight software and any additionally-provisioned hardware (tablets, mounts, charging wires, etc...). This Agreement incorporates into itself and governs each Statement of Work ("SOW"), memorialized upon a BusRight Statement of Work document, that BusRight offers to, and is accepted by its subscribers, in addition to any amendments. Acceptance of this Agreement or the SOW or Subscriber's use of, or access to the System shall constitute Subscriber's unconditional acceptance of this Agreement and all terms herein and incorporated. This Agreement shall be effective upon the earlier of the date of Subscriber's acceptance of the SOW or the date of Subscriber's first use of or access to the System (the "Effective Date").

1.01 **Description of Goods or Services Provided**. BusRight shall provide access to the following proprietary software features: Bus Tracking and positioning in its web and mobile apps, Route creation and management tool on the web, Driver navigation and management mobile apps, and web-based management platform including vehicle history, analytics, and data export capability.

1.02 **Grant of License; Subscription**. BusRight hereby grants to Subscriber a limited license to access and use the System during the term specified in the SOW, including any renewals thereof (the "Term"). Subscriber hereby accepts the subscription to the System more particularly described in the SOW (the "Subscription").

2. **Billing and Payment**. Subscriber agrees to pay the fees for the Subscription to the System in accordance with the Billing & Payment terms set forth in the SOW. BusRight will send an invoice to Subscriber at least 30 days prior to the start of each year of Subscriber's Term, as contained in the SOW, and Subscriber shall pay the entire annual amount due within 30 days of the invoice date by mailing a check or other mutually-agreed upon form of payment. Except to the extent fixed in the Statement of Work, BusRight's Subscription fee may change upon renewal of the contract term. Subscriber shall be solely responsible for any personal property taxes or local licensing fees resulting from Subscriber's Subscription or in connection with BusRight's delivery of the System under this Agreement.

3. **Ownership**. The System is owned and copyrighted by BusRight and offered through a subscription, not sold, to Subscriber. All right, title, and interest in and to all images, source code, updates, enhancements, modifications, and improvements contained in or related to the System, along with all intellectual property rights related thereto, shall remain with BusRight, regardless of the source giving rise to the intellectual property and despite any modifications or adaptations made for the benefit of Subscriber. The "BusRight" trademark is protected by United States and international trademark laws and treaties, as well as other intellectual property laws. Subscriber is not granted any license to use any of BusRight's trade or service marks and BusRight retains all right, title, and interest in its trade and service marks. Subscriber agrees that BusRight may use, without restriction or royalty obligation, any

comments, suggestions or contributions provided by Subscriber with respect to the BusRight System during the course of Subscriber's use of the System. Subscriber hereby grants and assigns to BusRight any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions or contributions.

4.01 **Confidential Information**. Subscriber acknowledges that all underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the System, including updates, enhancements, modifications, and improvements are confidential and contain trade secrets (collectively, "Confidential Information"). Subscriber will respect such confidentiality, and shall keep all Confidential Information confidential. Except as required otherwise by applicable law, Subscriber agrees not to use, disclose, or distribute any Confidential Information, directly or indirectly, without the prior written consent of BusRight, except that BusRight authorizes Subscriber to disclose Confidential Information to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure.

4.02 **Family Educational Rights and Privacy Act (FERPA)**. BusRight defines "Data" to include all Personally Identifiable Information (PII) and other non-public information. Data include, but are not limited to, student data, metadata, and user content. BusRight will use Data only for the purpose of fulfilling its duties and providing services under this Agreement, and for improving services under this Agreement. BusRight may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, location information, and school ID. Furthermore, Provider agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re- identification.

5. **Subscriber Information**. Subscriber hereby permits BusRight to use information regarding its organizational units to the extent said information is reasonably necessary to perform its obligations hereunder and to be used and disclosed to internal and external researchers and other third parties that have executed confidentiality agreements. However, BusRight shall seek permission from Subscriber before including such information that is identifiable to the school or organization in any publication.

6. **Renewals; Termination**. Unless otherwise specified in the SOW, the Term shall automatically renew for 1-year periods, unless the Subscriber provides 90 days written notice to BusRight prior to such renewal. Notwithstanding the foregoing, Subscriber or BusRight may terminate this Agreement before the end of the applicable Term by providing a written notification to the other party, at least 60 days in advance of termination. BusRight may terminate this Agreement in the event Subscriber commits a breach hereof and fails to cure such breach within 30 days from written notice thereof. BusRight shall, for a period of 30 days following such termination or expiration, maintain Subscriber's student information and permit Subscriber with access to such data in a commonly-accepted reporting form. The parties agree that Sections 2-4 and 9-12 shall survive any termination or expiration of this Agreement.

7. **Support & Maintenance**. BusRight may, from time to time, provide to Subscriber updates, enhancements, modifications, improvements in and to the System which shall all be subject to the terms and conditions of this Agreement. BusRight has system maintenance

periods throughout the year that will affect Subscriber's ability to interact with the System. BusRight will use commercially reasonable efforts to notify Subscriber in advance of any disruptions. It is Subscriber's responsibility to ensure that all necessary physical conditions and requirements are maintained in a sufficient state (e.g., mounts properly installed, wiring functioning and connected appropriately at all times) to permit the proper functioning of the BusRight system. Subscriber is solely responsible for the maintenance, repair, and replacement of any necessary tablets, mounts, wires, pins, and other ancillary peripherals required to properly deliver the BusRight service. BusRight acknowledges that Subscriber may, through its own action or inaction, cause or experience damage or loss to its leased BusRight tablets. BusRight may elect, solely at its discretion, to replace up to 2% of these tablets, at its own expense, in the event of damage or loss during the Term contained in the Statement of Work. The Subscriber will not be assessed any additional fees or charges for these discretionary remediations.

8. **Limited Warranty.** BusRight warrants to Subscriber that: (a) BusRight will comply with all applicable laws, rules and regulations, and (b) the BusRight System will perform substantially in accordance with its specifications. In the event the BusRight System fails to conform to these warranties, BusRight will use its best efforts to correct the System. If BusRight is unable to correct the error after using its best efforts, BusRight will refund the unused Subscription fees paid by Subscriber, as depreciated over the Term on a straight line basis, and terminate this Agreement. The limited warranties provided in this Section are void if the failure of System results from (x) use of the System in connection with software or hardware not compatible with the System or not meeting the technical specifications provided by BusRight in Exhibit 1 of this Agreement; (y) improper or inadequate maintenance of Subscriber's equipment or software; or (z) inadequate Internet connectivity or bandwidth. Subscriber is responsible for the results obtained and decisions made from its use of the System. The System may include open source software components and use of such components may be subject to additional terms and conditions.

9. **Disclaimer.** EXCEPT FOR THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SYSTEM IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY FOR PERFORMANCE ISSUES (A) CAUSED BY FACTORS OUTSIDE OF BUSRIGHT'S REASONABLE CONTROL; OR (B) THAT RESULTED FROM ANY ACTION OR INACTION OF SUBSCRIBER OR SUBSCRIBER'S THIRD PARTIES; OR (C) RESULTING FROM SCHEDULED MAINTENANCE PERIODS.

10. **Additional Disclaimer.** BUSRIGHT DOES NOT AND CANNOT CONTROL PERFORMANCE OF THE SYSTEM BASED ON THE FLOW OF DATA TO OR FROM BUSRIGHT'S NETWORK AND OTHER PORTIONS OF THE INTERNET, WHICH DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH BUSRIGHT WILL USE COMMERCIALLY



REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, BUSRIGHT CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, BUSRIGHT DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

11. **Limitation**. THE REMEDIES PROVIDED UNDER THE LIMITED WARRANTY ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY VIOLATION OF THIS AGREEMENT. EXCEPT TO THE EXTENT THE FOLLOWING LIABILITY LIMITATION IS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL BUSRIGHT, ITS DEVELOPERS, OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSSES, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SYSTEM. IN ANY CASE, BUSRIGHT'S, ITS DEVELOPERS' AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE BUSRIGHT SYSTEM IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. NOTWITHSTANDING THE FORGOING OR ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, BUSRIGHT'S LIABILITY HEREUNDER FOR DAMAGES AND ITS LIMITATION OF LIABILITY LIMITING THE AMOUNT PAID TO BUSRIGHT HEREUNDER FOR SHALL NOT BE LIMITED TO THE SUBSCRIPTION FEES SET FORTH IN THE SOW FOR DAMAGES ARISING OUT OF INTENTIONAL OR RECKLESS TORTIOUS CONDUCT.

12. **Miscellaneous**

12.1 **Publicity**. Subscriber may not use BusRight's name or trademark without BusRight's prior written consent. By executing this MSA, signing the Statement of Work, or using the BusRight System, Subscriber consents to allow BusRight to reference Subscriber's trademarks, copyrights, and other identifying information in its marketing materials, press releases, and other public communications or disclosures. Subscriber may elect, in writing, to withhold consent for either a) the use of a specific element of identifying information; or b) the broad use of any identifying information. This right to withhold consent shall not apply to any information that is already publicly available and/or subject to disclosure under state, federal, or other applicable laws.

12.2 **No Disassembly**. Subscriber shall not modify, adapt, translate, reverse engineer, decompile, or disassemble the System or any software consisting thereof.

12.3 **Force Majeure**. Neither party shall be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers,

equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

12.4 **Waiver and Severability**. Waiver of any default or breach under this Agreement by BusRight does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect.

12.5 **No Third Party Beneficiaries**. The parties do not intend to confer any right or remedy on any third party.

12.6 **Entire Agreement**. This Agreement, including all accepted amendments and exhibits contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

12.7 **Assignment**. Subscriber may not assign this Agreement to any third party without the prior written consent of the BusRight. Any such purported assignment shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, and permitted assigns, if any.

12.8 **Notices**. Any notice required under this Agreement shall be in writing and effective when (a) delivered personally against receipt, (b) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (c) shipped by a recognized courier service and addressed to either party as designated in this Agreement, (d) delivered by email to an email address designated by the recipient, or (e) delivered via any of the foregoing at the addresses specified in the Statement of Work (SOW) or such other address as may be provided by the recipient in accordance with this Section.

12.9 **Controlling Law and Venue**. This Agreement shall be construed and controlled by the laws of the State of New York, U.S.A., without giving effect to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed and shall not apply to this Agreement. Unless stipulated otherwise in an accompanying Amendment, courts located in New York, New York shall be the exclusive forum for any litigation arising out of this Agreement. Subscriber hereby waives any objections to venue, personal jurisdiction, or forum non conveniens.

12.10 **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same instrument, notwithstanding that all of the parties are not signatory to a single original or the same counterpart. The parties may also deliver and accept facsimile or electronically scanned signatures, which shall be binding upon the parties as if the signature were an original.

12.11 **Independent Contractor**. The parties are acting and shall act as independent contractors. Neither party is, nor will be deemed to be, an agent, legal representative, joint venturer or partner of the other party for any purpose. Neither party will be entitled to (a) enter

into any contracts in the name of or on behalf of the other party; (b) pledge the credit of the other party in any way or hold itself out as having authority to do so; or (c) make commitments or incur any charges or expenses for or in the name of the other party. Neither party's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other party.

The Parties record their understanding of, and agreement with, the above by signing below:

For and on behalf of: BusRight, Inc.	For and on behalf of: Subscriber
_____ Signed	_____ Signed
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Exhibit 1: BusRight Technical Specifications

BusRight Web Application ("Web App") Specifications

- A student information system (SIS) capable of scheduled transfers of CSV/TSV files via SFTP; REST API preferred
- A Desktop machine with a web browser and active internet connection is required
- Recommended minimum hardware specifications: Quad-core processor (3.3 GHz or faster), 8 GB or more RAM
- A minimum screen resolution of 1280 x 720 pixels is required
- Supported browsers: Latest two versions of Google Chrome, Mozilla Firefox, Microsoft Edge, Safari (macOS only), and Opera
- Optionally, accept automated emails from BusRight detailing SIS record changes
- Email accounts are required for every Admin Portal User in order to create accounts and receive automated communication
- Ability to whitelist BusRight and other relevant domains (Google, etc...)
- Users' browsers must have Javascript enabled

BusRight Driver Application ("Driver App") Specifications

- Leased tablets must be mounted in a location that is compatible with applicable law by an authorized installer
- BusRight provides internet connectivity to each tablet; this connectivity is required for the successful functioning of the Driver App

BusRight Parent Application ("Parent App") Specifications

- Users must have either an iPhone or Android phone that is supported by Apple or Google, respectively
- Must have access to the App Store or Google Play Store

STATEMENT OF WORK (SOW)

This agreement is between:

(1) BusRight, Inc., (herein "BusRight"), a transportation software company which provides its end user subscribers (each, a "Subscriber") with access to BusRight's proprietary bus tracking, routing, and transportation management system ; and

(2) Wadsworth City School District Board of Education
(herein the "Subscriber")

BusRight and Subscriber together shall be referred to as the "Parties," and individually shall be referred to as a "Party."

1. PURPOSE

This Statement of Work (SOW) represents an agreement between the Subscriber and BusRight for the purchase of services (e.g., software licensing, training) in connection with BusRight's transportation management system and pursuant to the Master Services Agreement (MSA). All costs are detailed below.

2. APPLICABILITY OF MASTER SERVICES AGREEMENT (MSA)

The Master Services Agreement (MSA) governs your acquisition and use of the services set forth in this SOW. By executing this SOW, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of the MSA and set forth herein.

3. PROVISIONS GOVERNING THE MASTER SERVICES AGREEMENT

The Parties intend that the MSA contains terms based on the principles below. Additionally, the Order Form shall memorialize intended implementation details associated with this SOW and MSA.

Contract Details	
Contract Start Date	03/01/2025
Contract Length/Term	3 years and 4 months
Annual Suite License Quantity	Quantity: 38
	Price per License ($): 1,300
Annual Mount License Quantity	Quantity: 0
	Price per License ($): 0
Year 1 Contract Amount ($)	16,466 (4 months prorated)
Year 2 Contract Amount ($)	49,400
Year 3 Contract Amount ($)	49,400
Year 4 Contract Amount ($)	49,400
Billing Cycle	[X] Annually in Advance

The Parties record their understanding of, and agreement with, the above by signing below:

For and on behalf of:
BusRight, Inc.

_____
Signed

_____
Name

_____
Title

_____
Date

For and on behalf of:

_____
Signed

_____
Name

_____
Title

_____
Date

Exhibit A: BusRight Order Form

Subscriber Information	
Subscriber Name	Wadsworth City School District Board of Education
Subscriber Hardware Shipping Address	357 Sunset Blvd, Wadsworth, OH 44281
Billing Contact Name	Andrew Hill
Billing Contact Email	ahill@wadsworthschool.org
Billing Contact Phone Number	+13303351301

Hardware Details	
Total Tablet Quantity	38
Total Standard Mount Quantity	38
Custom Mount Quantity	[0] Locking Cradle [0] Speaker Cradle [0] Heating Cradle [0] Cup Holder Cradle
Requested Hardware Delivery Date	04/01/25 (default value to 30 days post start)
SIM Request Type	[x] Verizon [ ] AT&T [ ] T-Mobile
Installation Owner	[x] Self Install [ ] BusRight Partner Install

Software Details	
Onboarding Start Date	03/01/2025
Student Information System Sync Type	[ ] Manual [x] Nightly Automatic
Route Data Migration Owner	[ ] BusRight [x] Subscriber
Solution Type	[x] Suite [ ] Terminal
Parent App	[x] Yes [ ] No