Table of Contents

6.30.2025 Special BOE Mtg. Agenda
6.9.2025 BOE Mtg. Minutes
Resume (C. Ashcraft)
Resume (P. Chaddock)
Resume (C. Krauss)
Resume (B. Marcum)
Resume (I. McDonald)
Resume (C. Stallings)
Resume (T. Stuart)
Policy 5460, Graduation Requirements (revised)
MOU - Students Placed in the Medina Co. JDC
Evolve Academy Agreement
Evolve Academy Agreement Addendum
Concord Theatricals Play Agreement
Risk Mgmt. Insurance (SeibertKeck Agency)
Alternate School Food Authority Agreement
Independent Contractor Dentist Agreement - McIlvaine
Independent Team Physician Agreement - Burkey
Independent Contractor Physician Agreement - Boyer
Independent Contractor Physician Agreement - Bupp
County Service Agreement (ESC of Medina County)
Parent Square Terms of Use, Privacy Policy, & School Agreement
Parent Square Student Data Privacy Agreement
Hometown Marketing Terms of Service & Privacy Policy
Letter to Kent City Schools (Haas Mini Mill)
Agreement for Admission of Tuition Pupils (ESC of NE Ohio)
WEA MOU (Media Communications Program)
WEA MOU (GA Teacher Prep Time)
WEA MOU (Kind. Teacher Start of the 2025-2026 School Work Year)
WEA MOU (Job Posting[s] Timeline)

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING
MONDAY, JUNE 30, 2025, 3:00 P.M.
WADSWORTH HIGH SCHOOL MAIN OFFICE CONFERENCE ROOM (625 BROAD ST.)

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Minutes

V. Administrative Discussion Items, Presentations, and Updates

A. Set Board of Education Special Meeting Dates

VI. Administrative Items

A. Personnel Items

1. Employments (Recommendations are contingent upon each individual receiving his/her license from the State Board of Education, with a license effective date of July 1, 2025, if he/she does not already have the said license and successfully meets all other pre-employment requirements of the board.)

a) Certified Employees

(1) Curtis Ashcraft
(2) Peyton Chaddock
(3) Caitlin Krauss
(4) Bethany Marcum
(5) Iain McDonald, long-term substitute
(6) Courtenay Stallings, long-term substitute
(7) Terry Stuart

b) Non-teaching Employees

(1) Richard Kidd

c) Supplemental Contracts

(1) Dylan Kubilus, Band Camp Instructor
(2) Doug Miller, Coach, Asst. Coach, GRIT Football Academy
(3) Brent Steiner, Coach, Asst. Coach, GRIT Football Academy
(4) Justin Todd, Coach, Director, GRIT Football Academy

2. Recommendation to approve the following be paid on an as-needed basis at BA-01 of the *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education for work completed outside of their 2024-2025 work year and prior to the start of the 2025-2026 work year:

Employee	Reason	Total Hours
Angela Wooldridge	Extended School Year Services	TBD*
Lindsey Miller, eff. 6/18/2025	Ohio State Testing Summer Program	TBD*
McKenize Monroe	Required Professional Development	TBD*
Brenna Walker	Required Professional Development	TBD*
Hannah Maschek	Required Professional Development	TBD*

* As needed, as determined by student need and supervisor pre-approval

3. Recommendation to approve unpaid leave for Melissa Sapara for the 2025-2026 school year

B. Action Consent Items

1. Recommendation to approve a second reading and approval of revised Board of Education Policy 5460, Graduation Requirements

2. Recommendation to determine the following students are impractical to transport for the 2025-2026 school year:

a) Joseph Olszewski, to St. Vincent-St. Mary
b) Juliana Schafter, to NEO Classical Academy

3. Recommendation to approve the Memorandum of Understanding Regarding Students Placed in the Medina County Juvenile Detention Center between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year

4. Recommendation to approve the Evolve Academy Agreement between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year

5. Recommendation to approve the Evolve Academy Agreement Addendum between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year

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

7. Recommendation to approve the purchase of risk management insurance, including cyber coverage and active shooter coverage, through the SeibertKeck Agency for the period of July 1, 2025 through June 30, 2026

8. Recommendation to approve the Alternate School Food Authority (SFA) Agreement between Sacred Heart of Jesus School and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026

9. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Dentist Agreement and Waiver of Liability and Release Form between Dr. Alex McIlvaine and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026

10. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement between Dr. Jeffrey Burkey and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026

11. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Physician Agreement between Dr. Michael Boyer and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026

12. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Physician Agreement and Waiver of Liability and Release Form between Dr. Brandon Bupp and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026

13. Recommendation to approve the County Service Agreement between the Educational Service Center of Medina County and the Wadsworth City School District Board of Education for the 2025-2026 school year

14. Recommendation to approve the Parent Square Terms of Use, Privacy Policy, and School Agreement

15. Recommendation to approve the Wadsworth City School District Student Data Privacy Agreement for Technology Providers between Parent Square and the Wadsworth City School District Board of Education

16. Recommendation to approve the Hometown Marketing Terms of Service and Privacy Policy, effective June 19, 2025

17. Recommendation to sell a Haas Mini Mill for $16,000.00 to the Kent City School District Board of Education, per Board of Education Policy 7300, Disposition of Real Property/Personal Property

18. Recommendation to approve the Settlement Agreement, Final Release, Discharge, Waiver, and Covenant Not to Sue Agreement

19. Recommendation to approve the Agreement for Admission of Tuition Pupils Pursuant to Section 3313.841 O.R.C. between the Educational Service Center of Northeast Ohio and the Wadsworth City School District Board of Education for the 2025-2026 school year

20. Recommendation to approve the following memorandums of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education:

    a) Media Communications Program
    b) Grizzly Academy Teacher Preparation Time
    c) Kindergarten Teacher Start of the 2025-2026 School Work Year
    d) Job Posting(s) Timeline

VII. Items of the Treasurer

A. Action Consent Items

1. Recommendation to approve the FY 25 Advance and Transfers Report;
2. Recommendation to make amendments to the FY 25 certificate of revenue;
3. Recommendation to adopt final FY 25 appropriations;
4. Recommendation to approve the initial FY 26 certificate of revenue;
5. Recommendation to adopt temporary FY26 appropriations;

VIII. Board Member Items

A. Ratification of Resignations

1. Carla Daniels, Non-teaching Employee, retire, eff. 7/1/2025
2. Matt Hulme, Certified Teacher

3. Matt Hulme, 9th Grade Asst. Football Coach
4. Brett Tanner, eff. 7/18/2025

IX. Executive Session

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

A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:

1. Appointment
2. Employment ✓
3. Dismissal
4. Discipline
5. Promotion
6. Demotion
7. Compensation ✓
8. Investigation of charges/complaints (unless public hearing requested)

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action

D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

E. Matters required to be kept confidential by federal law or rules or state statutes

F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

NOW, THEREFORE BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2, A7, and E as listed above.

X. Adjournment

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

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
June 30, 2025

Agenda Detail Sheet

VI. Administrative Items

A. Personnel Items

1. Employments

a) Certified Employees

(1) Curtis Ashcraft: Mr. Ashcraft is being recommended to fill the WHS media communications teaching position that was left open Mr. Najada Davis resigned.

(2) Peyton Chaddock: Ms. Chaddock is being recommended to fill the high school math teaching position that was left open when Mr. Mike Schmeltzer accepted a math teaching position at the Grizzly Academy.

(3) Caitlin Krauss: Ms. Krauss is being recommended to fill the Grizzly Academy Gr. 7-12 English teaching position, a new position due to the expansion of the Grizzly Academy to now include grades 6-12.

(4) Bethany Marcum: Ms. Marcum is being recommended to fill the Grizzly Academy intervention specialist position, a new position due to the expansion of the Grizzly Academy to now include grades 6-12.

(5) Iain McDonald: Mr. McDonald is being recommended to fill the part-time, elementary music, long-term substitute position that was left open when Ms. Jocelyn Thompson moved to the Wadsworth Middle School music position to fill in for Ms. Samantha Quallich for the 2025-2026 school year only.

(6) Courtenay Stallings: Ms. Stallings is being recommended to fill the part-time, third grade, long-term substitute teaching position at Valley View Elementary School that was left open when Ms. Jordan Kirven accepted a third-grade, long-term substitute teaching position at Isham Elementary School for the 2025-2026 school year.

(7) Terry Stuart: Mr. Stuart is being recommended to fill the Wood Shop teaching position that was left open when Mr. Joseph Suppan retired.

b) Non-teaching Employees

(1) Richard Kidd: Mr. Kidd is being recommended to fill the Maintenance Mechanic I position that was left open when Mr. Chris Canter resigned.

B. Action Consent Items

1. **Revised Board of Education Policy 5460, Graduation Requirements:** The second reading and adoption of revised Board of Education Policy 5460, Graduation Requirements, is being recommended to align the Board of Education policy on graduation requirements (5460) with the criteria to obtain the Community Service Seal for graduation (see below). The new wording is highlighted in yellow.

   Policy 5460 Revised Language:

   All students must complete a minimum of ten (10) hours of community service during their Junior and/or Senior years as part of their graduation requirements.

   Community Service Seal Requirements:

   Community Service Seal

   a) Complete 10 hours of community service during Junior/Senior Year.
   b) Service hours need to be in Wadsworth or benefit the Wadsworth community.
   c) Service hours are done in a non-profit organization or pre-approved by the high school administration.

3. **Memorandum of Understanding (Students Placed in the Medina County Juvenile Detention Center):** The Memorandum of Understanding Regarding Students Placed in the Medina County Juvenile Detention Center between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year being recommended for approval details the responsibilities of both parties for students placed into the Medina County Juvenile Detention Center.

4. & 5. **Evolve Academy Agreement & Addendum:** The Evolve Academy Agreement and Addendum between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year being recommended for approval will continue to allow students to attend Evolve Academy if the student's individual education program (IEP) requires the said placement.

6. **Concord Theatricals Play Agreement:** The Play Agreement between Concord Theatricals and the Wadsworth City School District Board of Education being

recommended for approval will allow our high school drama club to perform "Lost Girl" November 13-15, 2025.

7. **SeibertKeck Agency Risk Management Insurance:** The risk management insurance, including liability, property, fleet coverage, cyber liability, and active shooter coverage, through SeibertKeck Insurance Agency, Inc., being recommended for approval begins on July 1, 2025 and runs through June 30, 2026.

8. **Alternate School Food Authority (SFA) Arrangement:** The Alternate School Food Authority (SFA) Arrangement, for the period of July 1, 2025 through June 30, 2026, being recommended for approval will allow our school district to continue to manage the lunch program at Sacred Heart of Jesus School during the 2025-2026 school year.

13. **Educational Service Center of Medina County 2025-2026 County Service Agreement:** The Educational Service Center of Medina County 2025-2026 County Service Agreement being recommended for approval details the services we will either purchase, or have access to, through the Educational Service Center of Medina County for the 2025-2026 school year.

14. & 15. **Parent Square:** The Parent Square Terms of Use, Privacy Policy, School Agreement, and Student Data Privacy Agreement for Technology Providers being recommended for approval will allow us to move to Parent Square for our communication platform. If approved, Parent Square will replace Remind and Blackboard Connect (automated phone call system).

16. **Hometown Marketing:** The Hometown Marketing Terms of Service and Privacy Policy being recommended for approval will allow our school district to move from Local Level to Hometown Marketing for online ticket and other sales.

18. **Settlement Agreement:** The Settlement Agreement, Final Release, Discharge, Waiver, and Covenant Not to Sue Agreement being recommended for approval outlines the compensatory services that have been/will be provided to a student, per the student's individual education program (IEP).

19. **Educational Service Center of Northeast Ohio Agreement:** The Agreement for Admission of Tuition Pupils Pursuant to Section 3313.841 O.R.C. between the Educational Service Center of Northeast Ohio and the Wadsworth City School District Board of Education for the 2025-2026 school year being recommended for approval will allow the Educational Service Center of Northeast Ohio to provide visually impaired services to students who require the said services, per each student's individual education program (IEP).

20. **Wadsworth Education Association Memorandums of Understanding:** A brief description of the memorandums of understanding between the Wadsworth

Education Association and the Wadsworth City School District Board of Education being recommended for approval are as follows:

a) Media Communications Program: The MOU will allow our new media communications teacher to work up to twenty (20) hours at his per diem rate of pay prior to the start of the 2025-2026 school work year. A similar MOU was approved for the same program in 2022.

b) Grizzly Academy Teacher Preparation Time: The MOU will allow teacher preparation time to fall outside of the student day but inside of the teacher workday if needed. A similar MOU was approved in 2023.

c) Kindergarten Teacher Start of the 2025-2026 School Work Year: The MOU details the seven (7) workdays for kindergarten teachers (excluding kindergarten teachers at Grizzly Academy). A similar MOU has been approved on multiple occasions, most recently in 2024.

d) Job Posting(s) Timeline: The MOU will allow for adjustments to the posting and filling a vacancy process found in the *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education. A similar MOU has been approved on multiple occasions to expedite the process during summer months, especially when openings occur close to July 10 (after which an employee under contract with a Board of Education does not have to be released from the said contract for the upcoming school year) or close to the start of the school year.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: June 9, 2025

The Wadsworth City Board of Education met in Regular Session on Monday, June 9, 2025, at **7:00** P.M at James R. McIlvaine Performing Arts Center, 625 Broad Street.

ROLL CALL

Present	Batey, Gordon, Stevens, Beck
Absent	McComas
Administrators	4
Staff	0
Visitors	1

PLEDGE OF ALLEGIANCE

25-06-80 APPROVAL OF BOARD MINUTES

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

Regular Meeting May 12, 2025

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

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

A. Presentation by Steve Moore, Assistant Superintendent: 2027-2028 School Year Calendar.

B. Set date for Board of Education Special Meeting for 3:00 p.m. on June 30, 2025, at Wadsworth High School.

C. Set date for Records Commission Meeting for 2:45 p.m. on June 30, 2025, at Wadsworth High School.

D. Carpentry House Auction

E. Technical Revision to Board of Education Bylaw 0164

F. Purple Star Designation

G. Relocation of the Administrative Offices at the Charles R. Parsons Administration Building/Expansion of the Grizzly Academy.

PUBLIC PARTICIPATION

ADMINISTRATIVE ITEMS

25-06-81 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Beck**, to adopt the Personnel Consent Items from the June 9, 2025, Regular 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 and Workforce, with a license effective date of July 1, 2025, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the Board.)

a) Administrators

William DiMascio Director of Four Cities Compact (2025-2027)

b) Certified Employees

Alec Booth
Andrew Booth

c) Non-Teaching School Employees

Corinne Garnett (eff. 08/20/2025)

d) Non-Teaching School Employees (2-year contract)

DeWayne Heggie
Halle Sterret
April Troup

e) Certified Substitutes

Katy Croft (eff. 05/05/2025)
Karen Hamilton

f) Classified Substitutes

Katy Croft (eff. 05/05/2025)

g) Supplemental Contracts

Pete Alexander	Career Tech Dept. Head
Jason Ball	Girls' Reserve Asst. Tennis Coach (Vol.)
Mary Beth Baxley	Adult Worker, Youth Musical Theater Camp
Lindsay Berger	RTI Member (Overlook)
Rich Berlin	Student of the Month
Anna Bowling	Speech and Debate Asst. Coach (All Events)
Anthony Boytim	Chess Club (WHS)
Amy Broadhurst	Grade 12 Class Advisor
Jill Carpenter	Chess Club (Isham)
	Fishing Club (Isham)
	Student Council (Isham - 50%)
	STEM Club (Isham - 50%)
Mario Caruso	WMS Asst. Football Coach
Patti Chrisman	RTI Member (Isham)
Nicholas Common	Asst. Coach, Wads. Youth Baseball Camp
Jessica Courson	Flag Corp (Winter)
Katherine Dannemiller	Asst Coach (Debate)
Kalyn Davis,	Student Council Asst. (WHS)
	Vocal Music Director
	Encore Dept. Head
Dave Derrig,	Art Club
	Franklin Mural
Carly DiPaolo	RTI Chair (WHS)
	Extended Service (87 hrs.)
Chelsea Duty	RTI Member (WHS)
Abby Elliott	WHS Special Education Dept. Head
Susan Everhart	WHS Business Dept. Head
Nikki Farson	Extended Service (87 hrs.)
	Grade 9 Class Advisor
Krystal Flory	RTI Member (WHS)
Scott Formhals	Asst. Band Director
Laurie Freund	Extended Service (87 hrs.)
Vicki Fugate	RTI Member (Isham)
	STEM Club (Isham - 50%)
Amanda Gailey	WMS Fall Cheerleading Coach
	WMS Winter Cheerleading Coach
David Gailey	National Forensic Head Coach
Ashlynn Gervase	Student Council (Overlook)
Jonah Hall	WMS Asst. Football Coach
Charles Hamilton	Student Council (WHS)
Laura Harig	Annual
	WHS English Dept. Head (50%)
Matt Hastings	Band Camp
Ashley Heffinger	RTI Co-Chair (Valley View - 50%)

Eric Heffinger	WHS Newspaper
Dana Hire	Band Director
Mike Horvat	2025-2026 Extended Service (50 hrs.)
Caroline Houston	RTI Chair (Isham)
Abbey Hoxworth	Chess Club (WMS)
Zach Humrichouser	WHS Intramurals
William Hutchinson	Girls' Reserve Asst. Tennis Coach (Vol.)
Michael Irwin	WMS Power of the Pen Asst. Advisor
Cara Johnson	Girls' Reserve Tennis Coach
Larry Kaufman	RTI Member (WHS)
Kim Kirven	RTI Chair (Overlook)
Andrea Kline	WHS World Language Dept. Head
Jason Knapp	Grade 11 Asst. Class Advisor
Bethany Kovacevich	Bus Ramp Duty
Michael Kuethe	Fall Esports Advisor (WHS)
	Winter Esports Advisor (WHS)
Sandy Kurt	WHS Math Dept. Head
Debbie Lake	Co-Director, WHS Play
Colleen Lavin	Chess Club (Overlook)
Mike Lee	WHS Intramurals
Vanessa Lloyd	Flag Corps (Fall)
Ryun Louie	Percussion Studies Coordinator
	Percussion Artist in Residence
	Elementary Percussion Instructor
Joy Love	Chess Club (Valley View)
Rob Lynn	Grade 11 Class Advisor
	RTI Member (WHS)
	WHS Intramurals
Morgan Marando	Student Council (Isham - 50%)
Sarah Maxon	Bus Ramp Duty (Overlook)
Cyndi McClintock	Band Camp
Marah Minor	Lady Grizzlies Basketball Camp Student Worker
Kade Miros	College Worker, Youth Musical Theater Camp
Casey Mobley	Band Camp
Brian Morrison	Bus Ramp Duty (Isham)
Mike Moser	WMS Cross County Asst. Coach
Joe Muhl	Band Camp
Holly Musacchia	Crossing Guard Supervisor (Valley View)
Lauren Myers	RTI Member (Overlook)
Halle Neely	Bus Ramp Duty (Isham)
Brandon Nolin	Crossing Guard Supervisor (Overlook)
	8th Grade Head Football Coach
Janee Oktella	Student Council (Valley View - 50%)
	Bus Ramp Duty (Valley View)
Kelly Osterhouse	RTI Member (Valley View)
Kathy Ott	Bus Ramp Duty (Overlook)

Lisa Owens	Science/STEM Club (Valley View)
Holly Palcisco	Bus Ramp Duty (Valley View)
Tallie Paz	RTI Co-Chair (Valley View - 50%)
	Extended Service (60 hrs.)
Brianne Pernod	Co-Director, WHS Play
Greg Pickard	Director, Wadsworth Youth Baseball Camp
Sarah Plain	Band Camp
Matt Price	WMS Asst. Football Coach
Adam Quinn	Band Camp
Kelly Rapp	Extended Service (99 hrs.)
Mike Recupero	RTI Member (WHS)
Lindsay Rohrbach	Extended Service (14 hrs.)
Shelly Rohrer	WHS Science Dept. Head
Anne Rosenberger	National Honor Society (50%)
Lauren Ross	WHS Guidance Dept. Head
	Extended Service (111 hrs.)
Mark Schoonover	Grade 12 Asst. Class Advisor
David Selzer	Band Camp
Gail Sheffield	Fall Faculty Manager
Trent Shaffer	Asst. Coach, Youth Football Camp
	Varsity Asst. Football Coach
Jeff Shenker	Asst. Coach, Wads. Youth Baseball Camp
Matt Shiarla	Art Club
	WMS Asst. Football Coach
Kip Shipley	Science/STEM Club (WHS)
Ernie Shore	Asst. Coach, Wads. Youth Baseball Camp
Nate Singleton	National Honor Society (50%)
Mike Sladky	Health/PE Dept. Head
Lisa Smith	WHS English Dept. Head (50%)
Eric Tilson	International Club
Justin Todd	Extended Service (140 hrs.)
Joseph Tricomi	WMS Asst. Football Coach (Vol.)
Emily Triplett	Bus Ramp Duty (Overlook)
Steve Webb	Asst. Coach, Wads. Youth Baseball Camp
Chad Wolf	7th Grade Head Football Coach
Katie Wolf	RTI Member (Valley View)
	Student Council (Valley View - 50%)
John Yaggi	RTI Member (WHS)
	WHS Social Studies Dept. Head
Alexandra Zwisler	OST Test Prep Summer School Teacher
Karlynn Baker	Band Camp
Laurie Ryder	Extended Service (60 hrs.)

2. Recommendation to pay Ashley Ruedisueli her hourly rate for preschool screening work completed outside of her 2024-2025 work year and before her 2025-2026 work year.

3. Recommendation to approve the following be paid on an as-needed basis at BA-01 of the *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education for work completed outside of their 2024-2025 work year and prior to the start of the 2025-2026 work year:

Employee	Reason	Total Hours
Camdyn Brady	ESY*	TBD***
Rebekah Chaney	ESY	TBD***
Ever Daw-Powers	Preschool Evaluations	TBD***
Taylor Epling	EOC Summer School Teacher	12.0
Taylor Gardner	ESY	TBD***
Ashlynn Gervase	OST Summer Program**	24.5
Charles Hamilton	Govt. Summer School Teacher	70.0
Kelly Laib	OST Summer Program	24.5
Heather LaMar	Preschool Evaluations	TBD***
Joy Love	OST Summer Program	24.5
Bree McNeill	CAC Summer School Teacher	87.5
Lindsey Miller	ESY	TBD***
MacKenzie Monroe	ESY	TBD***
Hannah Myers	Preschool Evaluations	TBD***
Meghan Nichols	OST Summer Program	24.5
Emily Osting	ESY	TBD***
Christa Reed	ESY	TBD***
Mike Sladky	Health Summer School Teacher	TBD ****
Amanda Spaetzel	ESY	TBD***
Wendy Turocy	ESY	TBD***
Brenna Walker	ESY	TBD***
Brooke Wightman	Preschool Evaluations	TBD***
Kevin Williams	Health Summer School Teacher	TBD ****
Hope Zakany	ESY	
Ali Zwisler	OST Summer Program	24.5

* Extended School Year Services
** Ohio State Testing Summer Program
*** As needed, as determined by student need and supervisor pre-approval.
**** There are a total of seventy (70) hours for summer school health that will be split between Mr. Sladky and Mr. Williams.

4. Recommendation to pay Alex Martin, Speech and Language Pathologist, his per diem rate of pay, per the *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education, on an as needed basis for work completed as part of our extended school year services for students prior to the start of the 2025-2026 work year.

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

25-06-82 Upon the recommendation of Superintendent Hill, the motion was made by **Beck**, seconded by **Batey**, to adopt the Action Consent Items from the June 9, 2025, Regular Meeting, as presented:

B. **ACTION CONSENT ITEMS**

1. Recommendation to accept the following donations:

a)	Casa Del Rio	$ 800
b)	Wadsworth Drama Boosters	$4,500
c)	Franklin PTO	$2,309

2. Recommendation to add Jackson Taylor to the list of 2025 graduates, having met all State and local requirements.

3. Recommendation to determine the following students are impractical to transport for the 2025-2026 school year:

a)	Regan Beaumont	St. Hilary
b)	Kylie Campbell	St. Vincent-St. Mary
c)	Jude Carlson	St. Hilary
d)	Luke Carlson	St. Hilary
e)	Aidan Dill	St. Hilary
f)	Harper Fabris	Chapel Hill Christian School
g)	Caprice Fortunato	Archbishop Hoban
h)	Dominic Fortunato	Archbishop Hoban
i)	Christian Fox	NEO Classical Academy
j)	Joy Fox	NEO Classical Academy
k)	Silas Fox	NEO Classical Academy
l)	Brayden Fyock	St. Hilary
m)	Eden Fyock	St. Hilary
n)	Nolan Gearhart	Julie Billiart
o)	Mariana Gluck	Archbishop Hoban
p)	Ray Koeberle	Archbishop Hoban

q)	Caryn Ann Kornaker	Our Lady of the Elms
r)	Sarah Kreeger	Archbishop Hoban
s)	Grady Liehr	Archbishop Hoban
t)	Lynnlee Matheny	Old Trail School
u)	John Olszewski	St. Hilary
v)	Julia Olszewski	St. Hilary
w)	Robbie Petit	St. Peter and Paul
x)	Henry Russell	St. Peter and Paul
y)	Jocelyn Russell	St. Peter and Paul
z)	Crosby Stanfield	St. Francis DeSales
aa)	Reed Stanfield	St. Francis DeSales
bb)	Rocco Stecz	St. Hilary
cc)	Brady Wachter	Archbishop Hoban
dd)	Ella Wilson	St. Hilary
ee)	Emma Wilson	Archbishop Hoban
ff)	Jacqueline Wilson	St. Hilary

4. Recommendation to approve the final Class of 2025 graduation roster.

5. Recommendation to approve the revised 2025-2026 school year calendar. **(ATTACHED)**

6. Recommendation to approve the following student handbooks for the 2025-2026 school year:

   a) Preschool
   b) Elementary
   c) Grizzly Academy
   d) Intermediate School
   e) Middle School
   f) High School

7. Recommendation to award the Winifred B. Young Scholarship in the amount of $1,000 to Halley Brandenburg.

8. Recommendation to approve the Memorandum of Understanding between the Tri-County Educational Service Center and the Wadsworth City School District Board of Education for the 2025-2026 school year, effective May 27, 2025. **(ATTACHED)**

9. Recommendation to approve the Agreement between the Medina County Board of Developmental Disabilities and the Wadsworth City School District Board of Education for the period of August 25, 2025 through May 28, 2026. **(ATTACHED)**

10. Recommendation to approve the Order Agreement between Active Internet Technologies, dba Finalsite, and the Wadsworth City School District Board of Education, effective May 28, 2025. **(ATTACHED)**

11. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education. **(ATTACHED)**

12. Recommendation to approve the following contracts between The Galaxy Restaurant & Banquet Center and the Wadsworth City School District Board of Education:

    a) Junior Banquet, April 18, 2026
    b) Prom, May 9, 2026

13. Recommendation to approve the Independent Educational Evaluation (IEE) School Service Agreement between Achievement Advantage Assessment & Services and the Wadsworth City School District Board of Education. **(ATTACHED)**

14. Recommendation to approve the 95 Percent Group Terms and Conditions. **(ATTACHED)**

15. Recommendation to approve the Agreement between Bluegrass Pizza, dba Pizza Hut, and the Wadsworth City School District Board of Education for the 2025-2026 school year. **(ATTACHED)**

16. Recommendation to approve membership in the Alliance for High Quality Education for the period of July 1, 2025 through June 30, 2026. **(ATTACHED)**

17. Recommendation to approve the Agreement between Ripcho Studio, Inc. and the Wadsworth City School District Board of Education for the 2025-2026 school year. **(ATTACHED)**

18. Recommendation to approve the Variation to Document Management Agreement between ComDoc and the Wadsworth City School District Board of Education. **(ATTACHED)**

19. Recommendation to approve a first reading of revised Board of Education Policy 5460, Graduation Requirements.

20. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement between Summa Physicians, Inc., dba Summa Health Medical Group, and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026. **(ATTACHED)**

21. Recommendation to approve the following Wadsworth City School District Board of Education Independent Contractor Agreements for Non-STRS/SERS Covered Services: **(ATTACHED)**

    a) Nicole Regula for the period of July 1, 2025 through June 30, 2026.

    b) Cross Thread Solutions for the period of July 1, 2025 through June 30, 2026.

22. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for STRS/SERS Covered Services between KMN Whole Music and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2027. **(ATTACHED)**

23. Recommendation to set the admission fee for athletic events at $10/adult and $5/student, starting in the 2025-2026 school year, per Suburban League rules.

24. Recommendation to approve the student instruction fee schedule for the 2025-2026 school year, as found in the detail sheet accompanying this agenda. **(ATTACHED)**

25. Recommendation to approve the Job Coaching Agreement between Windfall Industries and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026. **(ATTACHED)**

26. Recommendation to approve the M.A.P.S.T.A.R.T. Agreement between Windfall Industries and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026. **(ATTACHED)**

27. Recommendation to approve the College Tech Prep Articulation Agreement between Kent State University and the Wadsworth City School District Board of Education, on behalf of the Four Cities Compact Media Production Program. **(ATTACHED)**

28. Recommendation to approve the Consultant Agreement between Total Education Solutions and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026. **(ATTACHED)**

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

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING
MONDAY, JUNE 30, 2025, 3:00 P.M.
WADSWORTH HIGH SCHOOL MAIN OFFICE CONFERENCE ROOM (625 BROAD ST.)

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Motion for Approval and Signing of Minutes

V. Administrative Discussion Items, Presentations, and Updates

A. Set Board of Education Special Meeting Dates

VI. Administrative Items

A. Personnel Items

1. Employments (Recommendations are contingent upon each individual receiving his/her license from the State Board of Education, with a license effective date of July 1, 2025, if he/she does not already have the said license and successfully meets all other pre-employment requirements of the board.)

a) Certified Employees

(1) Curtis Ashcraft
(2) Caitlin Krauss
(3) Iain McDonald, long-term substitute
(4) Courtenay Stallings, long-term substitute
(5) Terry Stuart

b) Non-teaching Employees

(1) Richard Kidd

c) Supplemental Contracts

(1) Doug Miller, Coach, Asst. Coach, GRIT Football Academy
(2) Brent Steiner, Coach, Asst. Coach, GRIT Football Academy
(3) Justin Todd, Coach, Director, GRIT Football Academy

2. Recommendation to approve the following be paid on an as-needed basis at BA-01 of the *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education for work completed outside of their 2024-2025 work year and prior to the start of the 2025-2026 work year:

Employee	Reason	Total Hours
Angela Wooldridge	Extended School Year Services	TBD*
Lindsey Miller, eff. 6/18/2025	Ohio State Testing Summer Program	TBD*
McKenize Monroe	Required Professional Development	TBD*
Brenna Walker	Required Professional Development	TBD*
Hannah Maschek	Required Professional Development	TBD*

* As needed, as determined by student need and supervisor pre-approval

B. Action Consent Items

1. Recommendation to approve a second reading and approval of revised Board of Education Policy 5460, Graduation Requirements

2. Recommendation to determine the following students are impractical to transport for the 2025-2026 school year:

a) Joseph Olszewski, to St. Vincent-St. Mary
b) Juliana Schafter, to NEO Classical Academy

3. Recommendation to approve the Memorandum of Understanding Regarding Students Placed in the Medina County Juvenile Detention Center between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year

4. Recommendation to approve the Evolve Academy Agreement between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year

5. Recommendation to approve the Evolve Academy Agreement Addendum between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year

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

7. Recommendation to approve the purchase of risk management insurance through the SeibertKeck Agency for the period of July 1, 2025 through June 30, 2026

8. Recommendation to approve the Alternate School Food Authority (SFA) Agreement between Sacred Heart of Jesus School and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026

9. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Dentist Agreement and Waiver of Liability and Release Form between Dr. Alex McIlvaine and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026

10. Recommendation to approve the Wadsworth City School District Board of Education Independent Team Physician Agreement between Dr. Jeffrey Burkey and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026

11. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Physician Agreement between Dr. Michael Boyer and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026

12. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Physician Agreement and Waiver of Liability and Release Form between Dr. Brandon Bupp and the Wadsworth City School District Board of Education for the period of July 1, 2025 through June 30, 2026

13. Recommendation to approve the County Service Agreement between the Educational Service Center of Medina County and the Wadsworth City School District Board of Education for the 2025-2026 school year

14. Recommendation to approve the Parent Square Terms of Use, Privacy Policy, and School Agreement

15. Recommendation to approve the Wadsworth City School District Student Data Privacy Agreement for Technology Providers between ParentSquare and the Wadsworth City School District Board of Education

16. Recommendation to approve the Hometown Marketing Terms of Service and Privacy Policy, effective June 19, 2025

17. Recommendation to sell a Haas Mini Mill for $16,000.00 to the Kent City School District Board of Education, per Board of Education Policy 7300, Disposition of Real Property/Personal Property

18. Recommendation to approve the Settlement Agreement, Final Release, Discharge, Waiver, and Covenant Not to Sue Agreement

19. Recommendation to approve the Agreement for Admission of Tuition Pupils Pursuant to Section 3313.841 O.R.C. between the Educational Service Center of Northeast Ohio and the Wadsworth City School District Board of Education for the 2025-2026 school year

20. Recommendation to approve the following memorandums of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education:

    a) Media Communications Program
    b) Grizzly Academy Teacher Preparation Time
    c) Kindergarten Teacher Start of the 2025-2026 School Work Year
    d) Job Posting(s) Timeline

VII. Board Member Items

A. Ratification of Resignations

1. Carla Daniels, Non-teaching Employee, retire, eff. 7/1/2025
2. Matt Hulme, Certified Teacher
3. Matt Hulme, 9th Grade Asst. Football Coach

VIII. Executive Session

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

A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:

1. Appointment
2. Employment ✓
3. Dismissal

4. Discipline
5. Promotion
6. Demotion
7. Compensation ✓
8. Investigation of charges/complaints (unless public hearing requested)

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action

D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

E. Matters required to be kept confidential by federal law or rules or state statutes

F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

NOW, THEREFORE BE IT RESOLVED, that the Wadsworth City Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on A2, A7, and E as listed above.

IX. Adjournment

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

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
June 30, 2025

Agenda Detail Sheet

VI. Administrative Items

A. Personnel Items

1. Employments

a) Certified Employees

(1) Curtis Ashcraft: Mr. Ashcraft is being recommended to fill the WHS media communications teaching position that was left open Mr. Najada Davis resigned.

(2) Caitlin Krauss: Ms. Krauss is being recommended to fill the Grizzly Academy Gr. 7-12 English teaching position, a new position due to the expansion of the Grizzly Academy to now include grades 6-12.

(3) Iain McDonald: Mr. McDonald is being recommended to fill the part-time, elementary music, long-term substitute position that was left open when Ms. Jocelyn Thompson moved to the Wadsworth Middle School music position to fill in for Ms. Samantha Quallich for the 2025-2026 school year only.

(4) Courtenay Stallings: Ms. Stallings is being recommended to fill the part-time, third grade, long-term substitute teaching position at Valley View Elementary School that was left open when Ms. Jordan Kirven accepted a third-grade, long-term substitute teaching position at Isham Elementary School for the 2025-2026 school year.

(5) Terry Stuart: Mr. Stuart is being recommended to fill the Wood Shop teaching position that was left open when Mr. Joseph Suppan retired.

b) Non-teaching Employees

(1) Richard Kidd: Mr. Kidd is being recommended to fill the Maintenance Mechanic I position that was left open when Mr. Chris Canter resigned.

B. Action Consent Items

1. **Revised Board of Education Policy 5460, Graduation Requirements:** The second reading and adoption of revised Board of Education Policy 5460, Graduation Requirements, is being recommended to align the Board of Education policy on graduation requirements (5460) with the criteria to obtain the Community Service Seal for graduation (see below). The new wording is highlighted in yellow.

   Policy 5460 Revised Language:

   All students must complete a minimum of ten (10) hours of community service during their Junior and/or Senior years as part of their graduation requirements.

   Community Service Seal Requirements:

   Community Service Seal

   a) Complete 10 hours of community service during Junior/Senior Year.
   b) Service hours need to be in Wadsworth or benefit the Wadsworth community.
   c) Service hours are done in a non-profit organization or pre-approved by the high school administration.

3. **Memorandum of Understanding (Students Placed in the Medina County Juvenile Detention Center):** The Memorandum of Understanding Regarding Students Placed in the Medina County Juvenile Detention Center between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year being recommended for approval details the responsibilities of both parties for students placed into the Medina County Juvenile Detention Center.

4. & 5. **Evolve Academy Agreement & Addendum:** The Evolve Academy Agreement and Addendum between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2025-2026 school year being recommended for approval will continue to allow students to attend Evolve Academy if the student's individual education program (IEP) requires the said placement.

6. **Concord Theatricals Play Agreement:** The Play Agreement between Concord Theatricals and the Wadsworth City School District Board of Education being recommended for approval will allow our high school drama club to perform "Lost Girl" November 13-15, 2025.

7. **SeibertKeck Agency Risk Management Insurance:** The risk management insurance, including liability, property, fleet coverage, cyber liability, and active shooter coverage, through SeibertKeck Insurance Agency, Inc., being recommended for approval begins on July 1, 2025 and runs through June 30, 2026.

8. **Alternate School Food Authority (SFA) Arrangement:** The Alternate School Food Authority (SFA) Arrangement, for the period of July 1, 2025 through June 30, 2026,

being recommended for approval will allow our school district to continue to manage the lunch program at Sacred Heart of Jesus School during the 2025-2026 school year.

13. **Educational Service Center of Medina County 2025-2026 County Service Agreement:** The Educational Service Center of Medina County 2025-2026 County Service Agreement being recommended for approval details the services we will either purchase or have access to through the Educational Service Center of Medina County for the 2025-2026 school year.

14. & 15. **ParentSquare:** The Parent Square Terms of Use, Privacy Policy, School Agreement, and Student Data Privacy Agreement for Technology Providers being recommended for approval will allow us to move to ParentSquare for our communication platform. If approved, ParentSquare will replace Remind and Blackboard Connect (automated phone call system).

16. **Hometown Marketing:** The Hometown Marketing Terms of Service and Privacy Policy being recommended for approval will allow our school district to move from Local Level to Hometown Marketing for online ticket and other sales.

18. **Settlement Agreement:** The Settlement Agreement, Final Release, Discharge, Waiver, and Covenant Not to Sue Agreement being recommended for approval outlines the compensatory services that have been/will be provided to a student, per the student's individual education program (IEP).

19. **Educational Service Center of Northeast Ohio Agreement:** The Agreement for Admission of Tuition Pupils Pursuant to Section 3313.841 O.R.C. between the Educational Service Center of Northeast Ohio and the Wadsworth City School District Board of Education for the 2025-2026 school year being recommended for approval will allow the Educational Service Center of Northeast Ohio to provide visually impaired services to students who require the said services, per each student's individual education program (IEP).

20. **Wadsworth Education Association Memorandums of Understanding:** A brief description of the memorandums of understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education being recommended for approval are as follows:

    a) Media Communications Program: The MOU will allow our new media communications teacher to work up to twenty (20) hours at his per diem rate of pay prior to the start of the 2025-2026 school work year. A similar MOU was approved for the same program in 2022.

    b) Grizzly Academy Teacher Preparation Time: The MOU will allow teacher preparation time to fall outside of the student day but inside of the teacher workday if needed. A similar MOU was approved in 2023.

c) Kindergarten Teacher Start of the 2025-2026 School Work Year: The MOU details the seven (7) workdays for kindergarten teachers (excluding kindergarten teachers at Grizzly Academy). A similar MOU has been approved on multiple occasions, most recently in 2024.

d) Job Posting(s) Timeline: The MOU will allow for adjustments to the posting and filling a vacancy process found in the *Negotiated Agreement* between the Wadsworth Education Association and the Wadsworth City School District Board of Education. A similar MOU has been approved on multiple occasions to expedite the process during summer months, especially when openings occur close to July 10 (after which an employee under contract with a Board of Education does not have to be released from the said contract for the upcoming school year) or close to the start of the school year.

25-06-83 Upon the recommendation of Asst. Superintendent Moore, per Wadsworth City School District Board of Education Policy 3120, Employment of Professional Staff, the motion was made by **Stevens**, seconded by **Batey**, to adopt the Action Item C from the June 9, 2025, Regular Meeting, as presented:

C. **ACTION ITEM**

Mike Schmeltzer Director, Lady Grizzlies Basketball Camp

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

25-06-84 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **Batey**, to adopt the Action Item D1 from the June 9, 2025, Regular Meeting, as presented:

D. **ACTION ITEM**

1. Recommendation to approve the Real Estate Purchase Agreement between the Medina County Port Authority and the Wadsworth City School District Board of Education.

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

25-06-85 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **Beck**, to adopt the Action Item D2 from the June 9, 2025, Regular Meeting, as presented:

D. **ACTION ITEM**

2. Recommendation to approve the Option to Purchase Real Estate Agreement between Wadsworth Square Commons, LLC and the Wadsworth City School District Board of Education.

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

25-06-86 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens**, seconded by **Batey**, to adopt the Action Item D3 from the June 9, 2025, Regular Meeting, as presented:

D. **ACTION ITEM**

3. Recommendation to approve the Site Access Agreement between Wadsworth Square Commons, LLC and the Wadsworth City School District Board of Education.

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

ITEMS OF THE TREASURER

25-06-87 Upon the recommendation of Treasurer Beeman, the motion was made by **Stevens**, seconded by **Batey**, to adopt the Action Consent Items from the June 9, 2025, Regular Meeting, as presented:

A. **ACTION ITEMS**

1. Recommendation to accept the tax budget for the Wadsworth Public Library as approved by the Library Board of Trustees.

2. Recommendation to authorize the Treasurer to sell at public auction the 2025 carpentry house located at 425 Thorn Way (Doylestown, OH), on June 23, 2025, 6:29 p.m., and to sign all documents related to the sale.

3. Recommendation to authorize the following fund-to-fund transfers:

From	To	Amount	Description
001-7200-910	300-5100-900R	$ 207.92	OHSAA baseball tickets
001-7200-910	200-5100-920H	$1,104.99	National Honor Society
001-7200-910	200-5100-918T	$ 253.90	Tri M Honor Society

4. Recommendation to accept the financial reports as presented and subject to audit.

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

LEGISLATIVE UPDATE

TIM BECK: H.B. 96: Senate will release their budget this week.
Character Education and Instruction Bill is being discussed.
House Education Committee is discussing pledge of allegiance requirement.

BOARD MEMBER ITEMS

25-06-88 The motion was made by , seconded by , to adopt the Board Member Items Ratification of Resignations from the June 9, 2025, Regular Meeting, as presented:

A. **RATIFICATION OF RESIGNATIONS**

1.	Jessica Blubaugh	Non-Teaching Employee	(eff. 05/21/25)
2.	Debbie Crites	Non-Teaching Employee (IS Playground Aide position only)	(eff. 05/16/25)
3.	Brianna Crowley	Non-Teaching Employee	(eff. 06/02/25)
4.	Dianna Culbertson	Certified Employee	(eff. 08/18/25)
5.	Najada Davis	Certified Employee	(eff. 05/20/25)
6.	Riley Davis	Non-Teaching Employee	(eff. 06/06/25)
7.	Sharon Decker	Non-Teaching Employee	(eff. 06/01/25)
8.	Theresa Gorbach	Certified Employee	(eff. 08/18/25)
9.	Darla Jenkins	Non-Teaching Employee	(eff. 06/01/25)
10.	Christiane Mattar-Risha	Non-Teaching Employee	(eff. 05/31/25)
11.	Natalie Melchiorre	Certified Employee	(eff. 08/18/25)
12.	Vicki Owen	Non-Teaching Employee (Bear Cub position only)	
13.	Paul Pepke	Non-Teaching Employee	(eff. 05/17/25)
14.	Lura Watkins	Non-Teaching Employee	(eff. 06/02/25)

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

JILL STEVENS: Thanked everyone for a very successful graduation day. Thanked Tim Beck for the organization of Baccalaureate.

TIM BECK: Thanked Rich Berlin and the HS Administration for everything they do to assure a smooth end to the school year, especially for the seniors. Visited CIS for one last time on Friday.

JULIE BATEY: Same comments regarding graduation and the end of the school year.

AMANDA GORDON: Same comments regarding graduation and the end of the school year.

EXECUTIVE SESSION

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

A. To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:

1. Appointment
2. Employment
3. Dismissal
4. Discipline
5. Promotion
6. Demotion
7. Compensation
8. Investigation of charges/complaints (unless public hearing requested).

B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.

C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.

E. ***Matters required to be kept confidential by Federal law or rules or State statutes.***

F. Regularized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

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

EXECUTIVE SESSION

25-06-89 The motion was made by **Stevens,** seconded by **Batey**, to enter Executive Session at **7:21** p.m.

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

Amanda Gordon left the meeting at **7:21** p.m.

EXECUTIVE SESSION recessed at **8:20** p.m.

ADJOURNMENT

25-06-90 The motion was made by **Stevens**, seconded by **Batey**, to adjourn at **8:20** p.m.

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

(Signed)_____
Amanda Gordon, President

(Attested)_____
Douglas D. Beeman, Treasurer



PROFILE

My name is Curtis Ashcraft. I graduated from Otterbein University in 2012 with a bachelor's degree in Broadcast Communications and Public Relations. I currently work as a Senior Communications & Outreach Specialist for THK Manufacturing of America, Inc. in Hebron, Ohio, where I assist in the production and implementation of all social media, communication, and marketing efforts for the Culture and Engagement Department.

I also do part-time freelance sports broadcasting work for different Ohio high schools, universities, and entities. These opportunities have led to an additional position as an Instructor of Media at Capital University, where I co-instruct the practicum course FMP 100/300. This course is designed to give students an experiential learning opportunity to work on a multi-camera sports broadcast and obtain experience in sports media.

CONTACT

[redacted]

LINKEDIN PROFILE

CURTIS ASHCRAFT

COMMUNICATIONS PROFESSIONAL

Pursuing career opportunities in the Canton/Akron area or a remote setting, as my family and I prepare to relocate.

EDUCATION

Otterbein University, Westerville, Ohio
Graduation: May 2012
Broadcasting/Mass Communications, Bachelor of Arts
Public Relations Minor

WORK EXPERIENCE

THK Manufacturing of America, Inc. / Senior Communications & Outreach Specialist
November 2021-Present

- Schedule and produce daily social media posts for our external followers and internal members
- Coordinate with the company's Japanese translation team to provide proofreading for THK documents & newsletters
- Advise and lead the company's Communication Assistant with daily tasks and assistance in brand recognition
- Work directly with area school districts and educators to enhance and expand THK's education outreach program
- Create, design, and execute the company's quarterly newsletter with stories, graphics, photos, and company information
- Coordinate with the Human Resources Department on hiring events, recruitment materials, and employee retention
- Host and visit different community events revolving around STEM initiatives and employee recruitment
- Create and update monthly social media reports for our managers, supervisors, and CORE team to review
- Coordinate and execute employee engagement activities such as cookouts and holiday parties for nearly 500 employees
- Create and conduct different STEM activities for K-12 students at our facility or in the classroom
- Lead visitors, students, and company partners on facility tours throughout our 400,000 sq. ft. facility

Capital University / Instructor of Media (Adjunct Faculty)
August 2024-Present

- Assist students with an understanding of streaming cameras, video switchers, and audio equipment in a professional setting
- Mentor each student to help them execute specific roles for a multi-camera Capital athletics broadcast
- Create, manage, and execute class and event schedules for each student to meet their program requirements.
- Conduct at least 12 multi-camera student-run Capital University athletic broadcasts per semester
- Create and grade weekly student journal entries following the completion of a broadcast event

SKILLS & PROFESSIONAL ABILITIES

- Microsoft Office Proficient
- Adobe Creative Suite
- Social Media Communications
- Corporate Communications
- Community Outreach & Engagement
- Employee Engagement
- Envato Elements Editing Platform
- Educational Outreach
- Public Affairs
- Budgeting
- Lean Manufacturing
- Human Resources
- Event Management
- Corporate Event Marketing & Planning
- Student Development
- University Teaching
- Audio Visual Support
- Camera Operation
- Curriculum Development
- Student Engagement & Mentorship
- Advertising/Marketing
- Graphic Design
- Photography
- Customer Service
- Website Management & Operational Skills
- Departmental Staffing, Scheduling, & Management
- Oral & Written Communication Skills
- Data Entry
- Multimedia Production
- Diversity, Equity, & Inclusion
- International Communication (Japanese)

Ohio Pork Council / Communications Director
June 2021-November 2021

- Coordinated and produced daily social media posts, weekly member and legislative newsletters, and website releases as needed
- Handled all daily website management and publications for Ohio Pork Council-owned websites, including OhioPork.org
- Advised and mentored the Ohio Pork Council's Communications Intern with daily tasks and assistance in brand recognition
- Worked directly with National Pork Board's communications staff to best promote and market the United States pork industry
- Created, designed, and executed the Ohio Pork Council's quarterly magazine, *The Ohio Porkline*, with stories, graphics, and photos
- Helped operate, manage, promote, and schedule volunteers for the Ohio Pork Council's food trailer at the 2021 Ohio State Fair
- Distributed industry-related materials to schools, county fairs, and organizations to promote Ohio's pork industry
- Created and presented communications reports for our monthly board meetings with OPC's Board of Directors
- Communicated and coordinated with Ohio's pig farmers to take part in OPC's Virtual Farm Tour program
- Connected with middle/high school teachers in Ohio to take part in our Family & Consumer Science (FCS) 'Pork in the Classroom' program
- Scheduled, coordinated, promoted, and staffed the Ohio Pork Council's special event for National Pork Month, 'Chops & Hops'
- Assisted in the planning and execution of OPC's OH-PIGS summer show circuit and the OH-PIGS Banquet in August
- Created topics, stories, recipes, and design of the Ohio Pork Council's monthly consumer newsletter

Denison University / Assistant Director of Athletics Communications
August 2017-May 2021

- Coordinated and staffed all live broadcast productions for Denison athletics through the Denison Sports Network
- Published daily sporting event recaps/feature stories while uploading videos, photos, and statistical information to the Denison University athletics website
- Created and updated all media guides, game notes, and event programs for all requested media and fans
- Hired, scheduled, mentored, and staffed all 52 members of the Denison Sports Network student staff
- Held one-on-one evaluations with all student broadcasters to enhance their talent and point out areas of improvement
- Contributed to all areas of social media for Denison athletics, including Facebook, Twitter, Instagram, and YouTube
- Assisted in all game management and statistical input for all Denison athletic events
- Trained all students in areas of writing, camera operation/production, broadcasting, scoreboard operation, statistical input, graphic design, and photography

Stretch Internet LLC / Support Specialist & Assistant Support Manager
August 2015-August 2017

- Assisted all existing & prospective clients in the support of their accounts & live internet streaming productions
- Monitored the scheduling and production of daily client events
- Provided email support to existing customers & clients daily
- Managed a company-wide community volunteer program to assist organizations in the Phoenix area
- Implemented a canned food drive program within the company to give back during the Christmas season
- Coordinated a working strategy of client assistance, email composition, and event tracking daily with our team
- Continuous team assistance and guidance through the process of supporting and coordinating our clients and customers
- Helped conduct weekly manager meetings to address any issues and assist with the direction of the company
- Worked one-on-one with our employees to assist with their positive interactions and improve upon their knowledge/skills

PROFESSIONAL REFERENCES

Martin Fuller
Kenyon College
Sports Information Director
[redacted]

Alexis McCullough
THK Manufacturing of America, Inc.
Culture & Engagement Supervisor
[redacted]

Nick Astalos
Capital University
Sports Information Director
[redacted]

Mesa Community College / Assistant Sports Information Director
October 2015-August 2017

- Assisted in the production of live internet stream broadcasts for several Mesa Community College athletic events
  - Play-by-play commentary for live video & audio broadcasts
  - Gameday production assistance
- Worked with the sports information director to enhance my skills in live event photography, statistics & preparation
- Helped institute weekly meetings within the department to discuss upcoming events, productions, and daily tasks
- Produced multiple sporting event recaps/feature stories & uploaded content for the Mesa Community College athletics website
- Conducted a full video production, live statistics, photos, and game summary for the 2016 Valley of the Sun Bowl

Kenyon College / Sports Information Broadcasting Assistant
January 2013-July 2015

- Assisted in the production of live internet stream broadcasts for a wide variety of Kenyon College athletics
  - Play-by-play/color commentary for live video & audio broadcasts (including the NCAA D-III Men's Soccer Tournament, NCAC Women's Basketball Tournament & NCAC Baseball Tournament)
  - Camera operation/production
- Worked individually with student broadcasters & workers to enhance their talents
- Produced multiple sporting event re-caps for the Kenyon College athletics website, athletics.kenyon.edu

TD Landscape / Sales Manager & Operations Assistant
September 2012-July 2015

- Managed & conducted all sales calls/appointments with prospective clients
- Garnered scheduled work & contracts with more than 75% of my clients visited
- Assisted in the acceptance of multi-year maintenance contracts with the U.S. Government
- Assisted in the scheduling of all work to be accomplished
- Produced multiple social media posts every week through the company's Facebook & Twitter accounts
- Created & developed various landscape designs for the local Habitat for Humanity project

Additional work experience is available upon request.

Peyton Chaddock

[redacted]

License

- Secondary Mathematics (7-12)

Education

Bachelor of Science in Education | The Ohio State University (OSU) | 05/2022

- Major: Science and Mathematics Education - Mathematics Education
- Minors: Mathematics and Human Nutrition
- GPA: 3.95
- STEM Exploration and Engagement Scholar
- REACH Certified Suicide Prevention Gatekeeper

Experience

Bolingbrook High School | Math Teacher | 08/2022 – Present

- Taught AP Precalculus, AP Calculus AB, and co-taught Algebra 2 using Math Medic and Illustrative Mathematics
- Piloted Math Medic curriculum for the district AP Precalculus course
- 86.2% of my students received a 3 or higher on the AP Precalculus Exam in 2024
- Wrote common assessments including proficiency based grading rubrics for the district
- Advocated for student needs and modified assignments and activities to fit individual students' needs
- Participated in Albert.io ACT Efficacy Study and trainings
- Attended AP Summer Institute for AP Precalculus
- Attended Math Medic Conference focusing on using Experience First, Formalize Later in the classroom

Bolingbrook High School | Assistant Softball Coach | 01/2023 – Present

- Worked with all ability levels from first time players to Division I athletes
- Created strength and conditioning workouts for the softball program
- Taught life skills through journaling and our word of the week programming

Field Placement and Student Teaching

Westland High School | Student Teaching | 08/2021 – 10/2021 & 01/2022 – 04/2022

- Taught Geometry, Accelerated Geometry, and Trigonometry
- Received IMPACT Award for having a positive impact on students at Westland High School
- Collaborated with other department teachers to create daily lessons and assessments
- Facilitated class discussions, hands-on lessons, and discovery activities
- Graded biweekly summative assessments and provided meaningful feedback for 100 students

Gahanna Middle School West | Field Placement | 11/2021 – 12/2021

- Prepared a hands-on lesson and facilitated class discussions about theoretical and experimental probability
- Taught a College Preparatory Mathematics (CPM) lesson about linear equations in small groups

Columbus North International High School | First Education Experience Program | 01/2019 – 04/2019

- Created and taught a hands-on lesson about conditional probability
- Tutored Integrated Math 1 and 2

Related Experience

Substitute Teacher | 12/2021 – 05/2022 | South-Western City School District

- Filled short-term substitute teaching assignments in grades 7-12 and built a positive rapport with students

Math and Stats Learning Center Tutor and Trainer| 08/2019 – 05/2022 | OSU

- Tutored approximately 30 Ohio State students per week in Calculus 1 & 2, Precalculus, and College Algebra
- Collaborated with three senior tutors to train 25 tutors on mathematical teaching practices

Caitlin E. Krauss

[redacted] [redacted]

Objective: A full-time position teaching English Language Arts at the junior high or secondary level with special interest in teaching and/or directing theater.

EDUCATION

+20 Hours of Master's Degree via Young Entrepreneurs Consortium
University of Akron (August 2016)

Bachelor of Arts in Integrated Language Arts
Minor(s): Communication Arts and Writing
Malone University (May 2013)

Wadsworth High School Graduate, Class of 2009

WORK

7th Grade Language Arts Teacher, August 2014-Present
Rittman Middle School, Rittman Exempted Village Schools

- Independently design a rigorous grade-level curriculum that highlights character education
- Deliver dynamic lessons, constantly adapting to meet unique student needs
- Establish a safe, respectful classroom environment characterized by strong student rapport
- Analyze diagnostic and assessment data to determine interventions and/or next-step instruction
- Communicate with students and parents regarding academic and behavioral progress via email, phone call, postcard, or in-person conferences
- Collaborate with colleagues to improve vertical continuity across grade-levels, develop intentional cross-curricular learning opportunities, and create action plans to manage current student behavior

HS/MS Drama Director, August 2013-November 2021
Rittman Exempted Village School District

- Directed two-three productions per school year
- Modeled acting techniques and introduced improvisation exercises
- Staged a variety of scenes, including original dance choreography
- Designed and/or procured all costumes, props, and set pieces
- Coordinated rehearsal, performance, and volunteer schedules
- Organized fundraising efforts, including concessions

➔ Rittman MS/HS Building Leadership Team, 2024-2025
➔ Ohio Resident Educator Mentor Academy (12-hour training), 2024-2025

BETHANY MARCUM

TEACHER AND COACH

WADSWORTH, OH



[redacted]

SKILLS

- Lesson Planning & Differentiation
- STEM Integration
- Data-Driven Instruction
- Classroom Management
- Strong Communication & Collaboration
- Mentoring & Coaching
- Leadership in High-Paced Environments
- Reflective Practice & Growth Mindset

EDUCATION

RITTMAN HIGH SCHOOL

2012-2016

BACHELOR OF EDUCATION

The University of Akron

2020

MASTERS OF SCIENCE

Western Governor's University

2021

LICENSURE

MIDDLE LEVEL EDUCATION

Professional 5 year
Science 4-9
Social Studies 4-9

INTERVENTION SPECIALIST

Professional 5 year
Mild/Moderate K-12

PROFILE

I am a dedicated middle and high school STEM educator with a strong background in science, social studies, and special education. I hold a bachelor's degree in Middle Level Education with a double major in Special Education, as well as a master's degree in Curriculum and Instruction. In addition to teaching, I coach volleyball and thrive in fast-paced, collaborative environments where I can both lead and continue to grow professionally. I bring strong interpersonal skills and a passion for education, and I'm excited about the opportunity to contribute to your team.

EXPERIENCE

HS/MS STEM TEACHER AND COACH

Rittman High School

2023 - Present

- Head Volleyball Coach
- Assistant Basketball Coach in 2024 season
- Brought the Rittman community it's first ever youth volleyball league in spring of 2024

7TH/8TH GRADE SCIENCE TEACHER AND COACH

White House High School and Middle School

2021-2023

- Head Volleyball Coach
- Assistant Basketball Coach
- Middle School Track and Field Coach - the first team the school has ever had

LONG TERM SUB AND COACH

Wadsworth Middle School

2020-2021

- Intervention Specialist Long Term Substitute
- Middle School Track and Field Coach

Iain Alexander Thor McDonald

[redacted]

Education

Ashland University | Ashland, Ohio
Bachelor of Music
Major: Music Education | Graduated: May 2025 | GPA: 3.869
Academic Honors: Dean's List August 2021 - May 2025

Licensure

2 Year Ohio Resident Educator (PK-12); Music | Anticipated: June 2025

Music Education Experience

Student Teacher | Madison Comprehensive High School | Mansfield, Ohio | March - May 2025

- Utilized rote instruction and repetition to prepare repertoire for spring choral concert
- Read a variety of compositions intended for sight reading through the use of solfege
- Led student rehearsals utilizing piano skills and collaborating with an accompanist.

Student Teacher | Crestview Middle and High School | Ashland, Ohio | January - March 2025

- Developed and implemented rhythmic unit that aligned with state music standards
- Collaborated with directors to create lessons for middle and high school ensembles
- Conducted middle and high school bands during March concert

Observation Teacher | Triway Junior High School | Shreve, Ohio | September - December 2024

- Worked directly with students in a one-on-one capacity giving music lessons
- Composed percussion parts to accommodate for students

Volunteer Band Camp Assistant | Hillsdale High School | Hayesville, Ohio | August 2023

- Taught basic marching fundamentals
- Set and polished drill

Observation Teacher | Green Elementary School | Smithville, Ohio | January - April 2023

- Engaged in Kindergarten and 2nd grade music classes with 20 students per class
- Designed lesson plans based on the methodology of Kodaly

Leadership Experience

Ashland University Jazz Orchestra: President (2024-2025)
University Symphonic Band: Librarian (2023-2025) | Low Brass Section Leader (2022-2025)
University Choir: Bass Section Leader (2021-2025) | Vice President (2023-2024) | Secretary (2022-2023)
University Marching Band: Field Commander (2024) | Low Brass Section Leader (2023)
Ohio Collegiate Music Educators Association, Ashland Chapter: President (2023-2024) | Vice President (2022-2023) | Treasurer (2022)

Awards and Achievements

Outstanding Band Member | April 2025
Sophomore Music Departmental Award | April 2023
Most Improved Band Member | April 2022
Sousa Award | May 2021

Courtenay Amentini

[redacted]

Education

Bachelor of Science in Education, May 2024
Kent State University, Kent, OH GPA: 3.8
Major: Early Childhood Education

Licensure

Ohio Resident Educator, Early Childhood Education, Pk-5 Issued June 10th, 2024

- OAE Foundations of Reading Passed January 19th, 2024
- OAE Assessment of Professional Knowledge: Primary Education (PK-5) Passed January 19th, 2024
- OAE Primary Education (PK-5) Passed January 19th, 2024

International Baccalaureate Certificate Issued June 2024

Professional Experience

1st Grade Teacher August 2024 – Present
Akron Preparatory School
Akron, OH

- Implemented technology into lessons by having children do activities on the computer to keep engagement levels high
- Ability to engage students by creating lessons that allow for creativity to enhance learning
- Brought creativity into the classroom by creating fun lessons to keep students engaged throughout the day
- Used data from assessments to make generalized and individual lessons that fit students' needs by creating flexible grouping for students to best meet their needs.

Student Teaching and Field Experience

Student Teacher, Kindergarten January 2024- May 2024
Riverview Elementary School, Stow-Munroe District
Munroe Falls, OH

- Planned engaging lessons by using interactive instruction methods to promote learning.
- Communicated with mentor by talking through lessons created to make sure lessons are appropriate for students.

Field Student, 3rd Grade August 2023 – December 2023
Barberton Intermediate School, Akron Public Schools
Barberton, OH

- Used data from assessments to make generalized and individual lessons that fit students' needs by creating flexible grouping for students to best meet their needs.

Field Student, Kindergarten January 2023 – May 2023
Davey Elementary, Kent Local Schools
Kent, OH

- Had collaboration by engaging in planning time with other teachers to construct weekly lessons

Terry James Stuart

[redacted]

Professional Objective:

To obtain a position as a Construction instructor that allows me to apply my years of experience in construction and background in education to actively engage students in their learning while aiding them in earning industry credentials.

Work History:

Pioneer Career and Technology Center (Shelby, Ohio)
August 2021 - Current
Home Remodeling Instructor

- Lesson plan and build curriculum centered around basic to advanced home remodeling skills.
- Skills including: Rough framing, basic electrical, door and window installation, drywall, fine carpentry skills, basic plumbing, advanced hand and power tool use
- Teaching NCCER certification skills
- Advancing students to OSHA certifications

Madison Local School District (Mansfield, Ohio)
August 2020 - 2021
Long Term Substitute

- First Semester assignment - Construction Technology 1& 2
- Form lesson plans and responsible for all classroom instruction, demonstrations, and class management
- Teaching basic and introductory skills for carpentry and electrical.
- Teaching advanced skills for carpentry and electrical
- Second Semester assignment - Madison Online Academy
- Overseeing a branch of the online curriculum for students learning from home
- Placing students in classes, grading assignments, monitoring progress, communicate with Guidance department and parents/guardians

Breitenbach Remodelers Inc. (Based in Westlake, OH)
July 2019- March 2020
Contractor/ Carpenter:

- Work directly with homeowners to accomplish building/ construction goals.
- Complete a variety of carpentry tasks by contractor deadlines.
- Estimate job hours, keep track of time spent, log jobs appropriately.
- Work included demolition, rough framing, drywall, plumbing, basic electrical, finish carpentry, flooring install and repair.
- Work effectively and independently to complete whole jobs in occupied homes.

MK Design Build (Based in Medina, OH)
June 2018-June 2019
Lead Carpenter:

- Work for a general contractor specializing in upgrading and remodeling kitchens, bathrooms, basements, and living spaces
- Work included demolition, rough framing, drywall, plumbing, electrical, finish carpentry, tile and flooring install and repair
- Specialized in carpentry projects

Duffy Custom Carpentry (Based in North Ridgeville, OH)
September 2014-May 2018
Finish Carpenter:

- Work directly with homeowners and building superintendents to accomplish building/ construction goals.
- Lead Carpenter on site: work as head carpenter, organize tasks for remaining crew on site.
- Complete a variety of carpentry tasks by builder deadlines.
- Work effectively and independently to complete whole jobs.
- Complete finish carpentry in a variety of settings including new construction and remodel sites.

Family Video Movie Company (multiple store locations)
November 2013 – June 2014
Cashier and Customer Service Representative:

- Work directly with customers providing assistance when needed.
- As a key-holder, open and close at two different store locations (Ashland and Mansfield)
- Responsible for daily inventory reports and customer calls, as well as receiving and processing new inventory.
- Expected to have a sales percentage of at least 12 percent, often exceeding expectations with 18-25 percent
- Regularly in the Top 1500 in the company and twice in the Top 500.

Foundations For Living, Mansfield, Ohio
July 2009 – August 2013
Youth Care Specialist:

- Work in cooperation with Therapists and other staff in residential treatment facility for adolescents suffering from substance abuse, behavioral issues, and mental health disorders.
- Worked both first and third shift where duties consisted of providing direct care to residents, sitting in during individual and group therapy sessions, checking the safety and security of the residents and the facility by doing room checks, inspections, and searches.
- Trained to deescalate upset residents and execute physical restraints in situations of potential harm to self and others.

Education:

University of Toledo: Toledo, Ohio
Career Tech Licensure Program
Completed 05/2023

The College of Wooster: Wooster, Ohio
Bachelor Degree (incomplete)
Major: History/ Education

Crestview High School: Ashland, Ohio
2005 Graduate

Certifications:

Five Year Career Tech Teaching Licence: Expires 6/30/28

Class B CDL: Dec. 2022

NCCER Instructor #23929262

OSHA-10: Certified July 2020

Pupil Activity Permit: Renewed July 2021

CPR/First Aid: Renewed Aug. 2024

Coaching Experience:

Clear Fork High School Offensive Coordinator (2024)
Madison High School Offensive Coordinator (2023)
Crestview High School Varsity Football Assistant Coach (2020 - 2022)
Marion Steele High School (Amherst) Varsity Football Assistant Coach/ Junior Varsity Football Head Coach (2017- 2018)
Firelands High School Varsity Football Assistant Coach/ Junior Varsity Football Head Coach (2014-2016)
Madison High School Varsity Football Assistant Coach/ Junior Varsity Football Head Coach (2010 – 2013)
Crestview High School Freshmen Football Coach (2007 – 2009)
Crestview Middle School Wrestling Coach (2006)
Crestview High School Junior Varsity Wrestling Coach (2005)

References available upon request.

Book	Policy Manual
Section	Ready for Production June 2025
Title	Copy of GRADUATION REQUIREMENTS
Code	po5460
Status	
Adopted	November 19, 2007
Last Revised	April 14, 2025

5460 - **GRADUATION REQUIREMENTS**

In order to acknowledge each student's successful completion of the instructional program, appropriate to the achievement of District goals and objectives as well as personal proficiency, the Board of Education awards a diploma to eligible students at a graduation ceremony.

The Board of Education shall award a regular high school diploma to every student enrolled in this District who meets the requirements of graduation established by State law and this Board or who properly completes the goals and objectives specified in the student's individualized education program (IEP) including either the exemption from or the requirement to complete the tests required by the State Board of Education in order to graduate. In addition to earning course credits, each student must show competency and readiness.

Course Credits Required for Graduation

The requirements for graduation from high school include earning twenty-one (21) units of credit in grades nine (9) through twelve (12) as established in State law and this Board and fulfilling the requirements of one (1) graduation pathway that has been approved by the State. To graduate, students must earn twenty-one (21) units of credit in grades nine (9) through twelve (12) as follows:

For the Classes of 2021-2024

Subject	**Units Required**
English Language Arts (Minimum of four (4) credits)	4 units
Health (Minimum of one-half (1/2) credit)	1/2 unit
Physical Education (Minimum of one-half (1/2) credit)	1/2 unit
Mathematics (Minimum of four (4) credits) (must include one (1) unit of Algebra II or equivalent of Algebra II or one (1) unit of advanced computer science. Parents/Guardians must sign a written statement acknowledging that not taking Algebra II might negatively impact college admissions decisions before a student may substitute advanced computer science for Algebra II. Students who are enrolled in a career technical program may complete a career-based pathway math course as an alternative to algebra II or advanced computer science.)	4 units
Science (Minimum of three (3) credits) (must include one (1) unit physical sciences, one (1) unit of life sciences, and one (1) unit advanced study in one (1) or more of: chemistry, physics, other physical science, advanced biology or other life science, physical geology or other earth or space science, computer science.)	3 units
Social Studies (Minimum of two (2) credits) (for students entering ninth grade after July 1, 2017, must include at least one-half (1/2) unit in world history and civilizations) History and Government (Minimum of one (1) credit) (must include one-half (1/2) unit of American history, one-half (1/2) unit of American government)	3 units
Electives (Minimum of five and a half (5.5) credits) (must include one (1) or any combination of a foreign language, fine arts*, business, career-technical education, family and consumer sciences, technology which may include computer science, agricultural education, a junior reserve officer training corps (JROTC) program approved by the U.S. Congress under title 10 of the United States Code, or English Language Arts, Mathematics, Science, or Social Studies courses not otherwise required)	5 1/2 units
Technology	1/2 unit

* Students must complete at least two (2) semesters of fine arts during grades seven (7) through twelve (12) unless a student is considered to be in a career-technical track, as provided by O.R.C. 3313.603.

For the Classes of 2025

Subject	**Units Required**
English Language Arts (Minimum of four (4) credits)	4 units
Health (Minimum of one-half (1/2) credit)	1/2 unit
Physical Education (Minimum of one-half (1/2) credit)	1/2 unit

Mathematics (Minimum of four (4) credits) (must include one (1) unit of Algebra II or equivalent of Algebra II or one (1) unit of advanced computer science. Parents/Guardians must sign a written statement acknowledging that not taking Algebra II might negatively impact college admissions decisions before a student may substitute advanced computer science for Algebra II. Students who are enrolled in a career technical program may complete a career-based pathway math course as an alternative to algebra II or advanced computer science.)	4 units
Science (Minimum of three (3) credits) (must include one (1) unit physical sciences, one (1) unit of life sciences, and one (1) unit advanced study in one (1) or more of: chemistry, physics, other physical science, advanced biology or other life science, physical geology or other earth or space science, computer science.)	3 units
Social Studies (Minimum of two (2) credits) (for students entering ninth grade after July 1, 2017, must include at least one-half (1/2) unit in world history and civilizations) History and Government (Minimum of one (1) credit) (must include one-half (1/2) unit of American history, one-half (1/2) unit of American government)	3 units
Electives (Minimum of five and a half [5.5] credits), as follows: Must include one (1) or any combination of a foreign language, fine arts*, business, career-technical education, family and consumer sciences, technology which may include computer science, agricultural education, a junior reserve officer training corps (JROTC) program approved by the U.S. Congress under title 10 of the United States Code, or English Language Arts, Mathematics, Science, or Social Studies courses not otherwise required.	5 1/2 units
Business or Technology	1/2 unit

* Students must complete at least two (2) semesters of fine arts during grades 7-12 unless a student is considered to be in a career-technical track, as provided by O.R.C. 3313.603.

For the Classes of 2026 and Beyond

Subject	**Units Required**
English Language Arts (Minimum of four (4) credits)	4 units
Health (Minimum of one-half (1/2) credit)	1/2 unit
Physical Education (Minimum of one-half (1/2) credit)	1/2 unit
Mathematics (Minimum of four (4) credits) (must include one (1) unit of Algebra II or equivalent of Algebra II or one (1) unit of advanced computer science. Parents must sign a written statement acknowledging that not taking Algebra II might negatively impact college admissions decisions before a student may substitute advanced computer science for Algebra II. Students who are enrolled in a career technical program may complete a career-based pathway math course as an alternative to algebra II or advanced computer science.)	4 units
Science (Minimum of three (3) credits) (must include one (1) unit physical sciences, one (1) unit of life sciences, and one (1) unit advanced study in one (1) or more of: chemistry, physics, other physical science, advanced biology or other life science, physical geology or other earth or space science, computer science.)	3 units
Social Studies (Minimum of two (2) credits) (for students entering ninth grade after July 1, 2017, must include at least one-half (1/2) unit in world history and civilizations) History and Government (Minimum of one (1) credit) (must include one-half (1/2) unit of American history, one-half (1/2) unit of American government)	3 units
Electives (Minimum of five and a half (5.5) credits), as follows: Must include one (1) or any combination of a foreign language, fine arts*, business, career-technical education, family and consumer sciences, technology which may include computer science, agricultural education, a junior reserve officer training corps (JROTC) program approved by the U.S. Congress under title 10 of the United States Code, or English Language Arts, Mathematics, Science, or Social Studies courses not otherwise required.	5 1/2 units
Financial Literacy	1/2 unit

For All Classes

All students must receive instruction in economics and financial literacy during grades nine (9) through twelve (12). Additionally, all students must receive instruction in cardiopulmonary resuscitation and the use of an automated external defibrillator from an approved source during grades nine (9) through twelve (12) unless the student is exempted from such training due to a disability or by written request of the parent/guardian.

All students must complete a minimum of ten (10) hours of community service during their junior and/or senior years as part of their graduation requirements.

Physical Education Waiver

Students who have participated in interscholastic athletics, marching band, show choir, or cheerleading for at least two (2) full seasons as defined in the Student Handbook, while enrolled in grades nine (9) through twelve (12), and as documented by the Principal or the Principal's designee may be excused from the high school physical education requirement. Students electing such an excuse shall complete one-half (1/2) unit of at least sixty (60) hours of instruction in another course of study which is designated by the Board as meeting the high school curriculum requirements.

Credit may be earned by:

A. completing coursework;

B. testing out of or demonstrating mastery of course content; or

C. pursuing one (1) or more educational options in accordance with the District's Credit Flexibility Program.

Credit may be earned at an accredited post-secondary institution through College Credit Plus (CCP).

Every high school may permit students below the ninth grade to take advanced work for credit. This work shall count toward the graduation requirements if it was both:

A. taught by a person who possesses a license/certificate issued under State law that is valid for teaching high school;

B. designated by the Board as meeting the high school curriculum requirement

C. No student shall be required to remain in school for any specific number of semesters or other terms if the student completes the required curriculum early.

Competency Requirements

A. To graduate, students must earn a "competency" score on the state Algebra I and English Language Arts II tests. Students who do not pass the test will be offered appropriate remediation and supports and will retake the test at least once. In lieu of attaining competency scores on the state tests, students can demonstrate competency by one (1) of the following:

B. Obtain a remediation-free score in the math or English subject areas on the ACT or SAT.

C. Complete two (2) of the following options, with at least one (1) of the options being a foundational option:

1. Foundational Options: obtain proficient scores on three (3) or more WebXams in a single career pathway, earn a twelve (12) point approved industry-recognized credential or group of credentials, or complete a pre-apprenticeship program recognized by the Ohio State Apprentice Council, a registered apprenticeship in the student's chosen career field, or show evidence of acceptance into an approved apprenticeship program restricted to participants eighteen (18) years of age or older.

2. Supporting Options: complete a 250-hour work-based learning experience with evidence of positive evaluations, earn the required score on WorkKeys, or earn the OhioMeansJobs Readiness Seal.

D. Enlist in the military and present evidence of a signed contract to enter a branch of the U.S. armed services upon graduation.

E. Earn credit for a college-level math and/or college-level English course in the subject(s) not passed on the state exams through the College Credit Plus Program.

Readiness Requirements

Students must demonstrate readiness for graduation by earning at least two (2) diploma seals, one (1) of which must include a State-approved seal from the following list:

A. Seal of Biliteracy;

B. OhioMeansJobs-Readiness Seal; or

C. Industry-Recognized Credential Seal;

D. College-Ready Seal;

E. Military Seal;

F. Citizenship Seal;

G. Science Seal;

H. Honors Diploma Seal;

I. Community Service Seal;

J. Fine and Performing Arts Seal;

K. Student Engagement Seal; and

L. Technology Seal.

An honors diploma shall be awarded to any student who meets the established requirements for graduation or the requirements of the student's IEP; attains the applicable scores on the tests required by the State Board of Education to graduate; and meets any additional criteria the State Board may establish.

Participation in commencement exercises is a privilege and not a right. Commencement exercises will include only those students who have successfully completed the requirements for graduation as certified by the high school principal, those students who have been deemed eligible to participate in such exercises in accordance with the terms of their IEP, or students who have successfully completed all local graduation requirements except for the completion of a state-required pathway. Students who have completed all local graduation requirements except for the completion of a state-required pathway and participate in commencement exercises will not receive their high school diploma; rather, they will receive a certificate of attendance. A student may be denied participation in the ceremony of graduation when personal conduct so warrants. However, no student who has completed the requirements for graduation shall be denied a diploma as a disciplinary measure.

The Board also shall grant a diploma of adult education to all District residents over the age of twenty-one (21) who meet the requirements established by the State Board of Education.

The District shall comply with all data reporting requirements regarding graduation and post-high school outcomes.

Revised 2/8/10
Revised 7/12/10
Revised 10/14/13
Revised 2/10/14
Revised 5/11/15
Revised 4/10/17
Revised 7/10/17
Revised 9/9/19
Revised 10/14/19
Revised 4/13/20
Revised 1/4/21
Revised 12/12/22
Revised 4/10/23

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Legal	A.C. 3301-41-01, 3301-13-01 to 07
	R.C. 3302.03, 3301.07, 0710, 0711
	R.C. 3313.60, 3313.61, 3313.603, 3313.611, 3313.614, 3313.615, 3313.617
	R.C. 3313.618, 3313.647, 3313.903, 3313.6021, 3313.6111, 3323.08

Medina City Schools

Recognizing Potential – Maximizing Achievement

To: Medina County Superintendents, Directors of Special Education, High School Principals/Assistant Principals, Middle School Principals/Assistant Principals

From: Kristine Quallich, Ph.D., Assistant Superintendent, Medina City Schools

RE: MEMO OF UNDERSTANDING REGARDING STUDENTS PLACED IN THE MEDINA COUNTY JUVENILE DETENTION CENTER

Date: 2025-2026 School Year

The Medina City Schools has assumed responsibility for providing educational services to students placed in the Medina County Juvenile Detention Center. We appreciate the level of cooperation shown by the school districts in assisting us to maintain continuity in the educational experiences of these young people during their time of detention. In the time that we have been in operation, there have been many questions, raised, many of which have been very helpful as we endeavor to continually improve the quality of the student's education experience and our level of collaboration with Medina's school districts.

As a means of further clarifying the procedures under which we operate, the following information is provided for your reference:

Placement into the Medina County Juvenile Detention Center

All decisions regarding placement into the Medina County Juvenile Detention Center (MCJDC) are made by the juvenile court judge and magistrates. Likewise, decisions regarding the timing of a student's departure from the MCJDC are made within the context of a court hearing. Educational personnel are generally unaware of the time served or a scheduled departure unless they are notified by the court.

Educational Services

At the current time, the Medina City Schools employs two full-time teachers and one part-time paraprofessional to provide educational services at the MCJDC. The youth participate in school each day from 8:30 a.m. to 2:30 p.m. with a break during the lunch period. The ultimate goal of the educational program offered within the MCJDC is to provide students with an opportunity to maintain their educational progress in accordance with enrolled course requirements in their home school district. This is accomplished by using materials and assignments provided by the home district.

Assignments and Instructional Materials

As students are placed into the facility, educational personnel will make contact with designated individuals from the home school. Our expectation is that books and assignments for all students, regardless of the length of stay at the MCJDC, will be forwarded to the center in a timely manner. Once again, we emphasize that school districts have demonstrated a significant level of concern and efficiency in supplying these materials to detention center personnel.

Completed Work/Grading
In discussions with the superintendents of the county school districts, the following arrangements have been made for completed work:

- All school-provided work is scanned and emailed back to the teacher or contact person of each school. If a teacher emailed the assignment, that teacher is emailed the completed work. If a contact person emailed the assignment, the completed work is sent back to the contact person. This is school preference.
- The school is notified if the student is running out of assignments.
- Any hard copies of assignments are given to the students so that they can have them to help prepare for exams or future tests.
- Any books or other materials that are sent to the detention center are sent back to the school, unless the school permits the student to take the materials home. The JDC does have most of the district material, so this is not something that happens often.
- Students who complete the JDC curriculum receive a transcript that is sent back to the home school.

Financial Obligations
Under provisions established in the Ohio Revised Code, the student's school district of residence is financially responsible for tuition during the student's time of detention. School districts are invoiced at a rate of $100 per day for educational services at the MCJDC. At the end of the school year, each district in the county is billed for their percentage of time at the JDC minus payments already made. The student's residency is confirmed by the probation officer at the time of intake. By signing below, the district agrees to pay for all students listed as resident students at time of billing. No residency disputes will be accepted. Please contact Dr. Kristine Quallich with any questions or concerns.

We trust that this information clarifies some of the questions that have been raised. Please feel free to contact my office at 330-636-3090 if you have any further questions.

This Memorandum of Understanding constitutes an agreement between the two parties with respect to the placement of students into the MCJDC. By signing below, the district superintendent here-by acknowledges the district's responsibility pay the proportionate share (based on student attendance) of the operating cost of the program.

[redacted]

Dr. Kristine Quallich, Assistant Superintendent
Medina City Schools

6.5.25
Date

Andrew Hill, Superintendent
Wadsworth City Schools

Date

Evolve Academy
of
Medina City School District
222 South Broadway Street
Medina, Ohio 44256
P: 330-636-4213 F: 330-636-4230

To: Andrew Hill, Wadsworth City School

From: John Leatherman, Principal, Evolve Academy, Medina City School District

Re: Agreement for Students Placed in the Evolve Academy of Medina City School District for 2025-26 School Year

Date: June 5, 2025

Evolve Academy of Medina City School District appreciates the level of cooperation shown by the participating school districts through their continued support of this program by referring young people who are in need of the multi-layered services provided under the umbrella of Evolve Academy. This document will serve as the formal agreement between the specific school district named at the end of this document and the Medina City School District and indicates the agreement to the policies and procedures of student placement by both entities.

As a means of further clarifying the policies and/or procedures under which student placement will be made, the following information is provided for reference:

Placement into the Evolve Academy of Medina City School District
All referrals regarding placement into the Evolve Academy of Medina City School District are made to the Program Administrator. The Administrator will work with the sending school district to determine if placement is appropriate and if so, then schedule an intake meeting to begin the registration process and the update of the student's IEP.

Educational and Counseling Services
At the current time, the Medina City School District employs three full-time teachers to provide educational services at Evolve Academy. Evolve employs four full-time paraprofessionals and one full-time licensed therapist. Evolve Academy also has a fully licensed school psychologist on staff. The youth will participate in educational programming each day from 7:50 am to 2:05 pm, with a break during the day for lunch. Students will have the option of purchasing a lunch from the Medina City School District's school lunch program provided through Medina City Schools. Those students who qualify for free/reduced lunches will be able to complete paperwork to continue to qualify for that option.

Financial Obligations
Under provisions established in the Ohio Revised Code, the student's school district of residence will be financially responsible for tuition. In order to continue to provide excellent academic and counseling services, the Medina City School District, hereby enters into an agreement with the school district named below for the payment of tuition currently equal to $4,500.00 per month per full-time student. This rate can be adjusted annually to reflect the increase/decrease in operational expenses for the program. In addition to this contract, a signed contract addendum, indicating specific students' names, will be required in order to complete the process of student placement in the program.

This agreement has been entered into by:

_____ _____
Superintendent Designee, Medina City School District Date

_____ _____
Superintendent Designee, Wadsworth City School Date

Evolve Academy
of
Medina City School District
222 South Broadway Street
Medina, Ohio 44256
P: 330-636-4213 F: 330-636-4215

CONTRACT ADDENDUM
(Agreement for Admission of Specific Tuition Student to Evolve Academy of Medina City School District)

District of Attendance

The Medina City School District Board of Education (District of Attendance) hereby enters into a contract for admission of the student(s) listed below with the Wadsworth City School Board of Education (District of Residence) for educational purposes for the 2025/2026 school year.

Wadsworth City School Board of Education (District of Residence) hereby agrees to pay the Medina City Schools' Board of Education (District of Attendance) an amount equal to $4,500.00 per month per full-time student listed below.

The Medina City Schools' Board of Education (District of Attendance) acknowledges that the student(s) listed below are not to be included in their ADM certification, but will be claimed in the ADM of the District of Residence. The Medina City School District does hereby accept the student(s) listed below into Evolve Academy on the terms and conditions listed in the Evolve Academy Agreement and this Addendum to that agreement.

Name of Student

1. [redacted]
2. [redacted]
3. _____
4. _____

DISTRICT OF SERVICE

_____
Medina City Schools Superintendent/Designee Signature Date

_____
Medina City Schools Treasurer/Designee Signature Date

DISTRICT OF RESIDENCE

_____
Wadsworth City School Superintendent/Designee Signature Date

_____
Wadsworth City School Treasurer/Designee Signature Date

CONCORD THEATRICALS
PLAY AGREEMENT

CT Rep: **K12 Licensing**
Request Acct #: [redacted]

06/10/2025

Dear Brianne,

Thank you for your interest in producing a Concord Theatricals title!

Please note, this agreement is *not* a license to perform until Concord Theatricals receives the signed agreement and payment as specified herein. This agreement must be signed and fees due on signing, if any, must be paid, processed, and acknowledged in accordance with the terms of this agreement before you may audition, cast, rehearse, advertise, publicize, or perform. If an executed copy of this agreement along with any fees due on signing as specified on the accompanying invoice has not been received **within 90 days** of the date of this agreement, this agreement will expire and shall be cancelled. If you have any questions, please contact our licensing department at (866) 979-0447.

Please read the following document carefully as it explains the necessary procedures for production of this Concord Theatricals play. The document includes:

1. **Performance Agreement & Fees**
2. **Terms and Conditions**
3. **Concord Theatricals Licensing Checklist**

If you decide that you do not want to go forward with your production, please notify your Licensing Representative immediately.

Once your full payment is received, your production will be listed on the Concord Theatricals NOW PLAYING map. This online production locator is a popular tool for theatre lovers across the world and can be found at www.concordtheatricals.com/now-playing.

Note: Please review the script fees section of this agreement to determine whether scripts (i.e., Acting Edition) were previously selected during license application. If script fees are not included, they must be purchased separately from www.concordtheatricals.com

Best wishes for a successful production!

K12 Licensing
Concord Theatricals Licensing Department
k12@concordtheatricals.com

CONCORD THEATRICALS
PLAY AGREEMENT

CT Rep: **K12 Licensing**
Request
Acct #: [redacted]

PERFORMANCE AGREEMENT (AMATEUR PLAY)

In order to protect both our authors' rights and our producers' interests Concord Theatricals has adopted a policy to void performance licenses that have not been executed within ninety (90) days from the date this Performance Agreement was issued. Additionally, for those licenses of $5,000 or GREATER, twenty-five percent (25%) of the total license fee must be paid within ninety (90) days of the date of this Performance Agreement. If a signed copy of this Agreement, along with any partial payment of this performance license due, as set forth in the agreement below, or any other unpaid invoice for performance licenses or materials has not been received within ninety (90) days from the date this Performance Agreement was issued (or two (2) weeks prior to your first performance date, if earlier), this agreement will expire and shall be cancelled. On behalf of our authors, we thank you for your cooperation. If you have any questions, please contact our licensing department at (866) 979-0447.

Your Performance Agreement was drawn up based on the information from the application that you submitted. If there is a discrepancy, or if a change is required, we must be notified in writing, via email, as soon as possible. Failure to inform us of any change may constitute a violation of your Agreement. If you have any questions, please contact our licensing department at (866) 979-0447.

PERFORMANCE AGREEMENT

Dated as of **06/10/2025** (the "Effective Date")
This Performance Agreement ("Agreement") is entered into as of the Effective Date by and between Concord Theatricals Corp., 250 W. 57th Street, 6th Floor, New York, NY 10107-0102 ("Concord Theatricals") and **Wadsworth City Schools** ("Licensee" or "you"):

Producing Organization Details:

[Customer #] [redacted]
[Address] 625 ~~524~~ **Broad Street** MM 6/11/25
[City] **Wadsworth**
[State] **OH**
[ZIP] **44281**
[Country] **United States**
[Website]

Applicant / Contact:

[Contact] **Brianne Pernod**
[Email] **bpernod@wadsworthschools.org**
[Phone] [redacted]

regarding Licensee's amateur production of the following Play (the "Property"):

Property Title:	By ("Author(s)"):
"Lost Girl"	**Kimberly Belflower**

Venue: **Wadsworth Performing Arts Center**
625 Broad St,
Wadsworth, OH, 44281
Total Number of Seats Per Performance: **700**
Expected Attendance Per Performance: **150**
Ticket Prices from: $ **8** to $ **8**.
Performance Dates: **11/13/2025 – 11/15/2025** for a total of **3** performances.

CONCORD THEATRICALS
PLAY AGREEMENT

CT Rep: **K12 Licensing**
Request
Acct #: [redacted]

Restrictions:

Please note: You may not advertise, market, promote, or otherwise bill your production as any type of "premiere" version of the Play (including as a regional, state, or local premiere) unless you have received written approval from Concord Theatricals

The total period during which Licensee is authorized to present its production, including the Performance Dates given above and any additional performances that may be available under the Option set forth above (if applicable), is referred to as the "Production Dates."

CONCORD THEATRICALS
PLAY AGREEMENT

CT Rep: **K12 Licensing**
Request [redacted]
Acct #: [redacted]

QUOTE

The following fees will be charged for this production, and formal quotes have been emailed to you separately:

Licensing Fees

Type	Category	Description	Fee
Amateur	**Performance Fee - Full Minimum Payment**		**USD 360.00**

TOTAL	**USD 360.00**

If the TOTAL is $5,000 or MORE:

- 25% of Total fees (as detailed above) are due in full within ninety (90) days of the Effective Date of this Agreement.
- 75% of Total fees (as detailed above) are due in full no later than two (2) weeks prior to the first scheduled Performance Date.

If the TOTAL is LESS than $5,000:

- 100% of Total fees (as detailed above) are due in full no later than two (2) weeks prior to the first scheduled Performance Date.

A Purchase Order does not constitute payment for licensing fees. Until check, credit card, or ACH payment is received you do not have license to perform or advertise the show.

Script Fees

If the table below is empty, then scripts weren't selected in the licensing application and must be purchased separately. To purchase scripts for your production, visit **www.concordtheatricals.com**.

This is only an estimate, a copy of the invoice, [redacted] has been emailed to you separately.

Description	Script Fees
2 Stage Manager, 20 Acting Edition	**USD 258.90**

CONCORD THEATRICALS
PLAY AGREEMENT

CT Rep: **K12 Licensing**
Request #
Acct #: [redacted]

Tax (if applicable)	**USD 0**
Shipping (if applicable)	**USD 14.30**

TOTAL ON INVOICE: 11220300	**USD 273.20**

Your Requested Delivery Date:
08/25/2025

- If payment is received for script fees on or before 2 weeks from the above date, scripts will be shipped to arrive as requested.
- If payment is received later than 2 weeks from the above date, delivery cannot be guaranteed earlier than 2 weeks from date of full payment.
- If you have fully paid and would like to receive your scripts earlier than the above date, email info@concordtheatricals.com

Please see "Methods of Payment" section below on how to proceed with this payment. Authorized purchase orders are accepted from domestic educational institutions only and will only release shipment(s) of all materials found on the script invoice only. When using a Purchase Order, the PO number must be valid to your organization, and you must select the appropriate Billing Organization in the My Organization section above. A Purchase Order does not constitute payment for licensing fees. Until check, credit card, or ACH payment is received you do not have license to perform or advertise the show.

METHODS OF PAYMENT

The first step in accepting your agreement is to sign it. To sign your agreement, you must log on to the Concord Theatricals website and sign the agreement through your customer dashboard. If any payment of fees is required at time of signing under the terms of the agreement, they must be paid, processed, and acknowledged in accordance with the terms of your agreement before you may audition, cast, rehearse, advertise, publicize, or perform. Your agreement is not a license to perform until Concord Theatricals receives the signed agreement and payment as specified in your agreement.

ACH (e-Check) or Wire Transfer:
Concord Theatricals is happy to offer US Domestic customers a faster and safer payment method alternative to sending us a paper check: ACH (e-Check). Unlike a paper check, which may have to go through the mail, an ACH payment is paid online, cutting down on processing time. Once your bank account has been verified through micro-deposits, it's good to use on any future payment with Concord Theatricals. This type of payment can be made directly through your customer dashboard on www.concordtheatricals.com. Please note failed ACH (e-Check)

transactions are subject to a $15 USD fee. For more information on this payment method please visit: https://help.concordtheatricals.com/knowledgebase/what-is-the-ach-e-check-payment-option/.

For Wire Transfers (For Customers Outside the US): Please note that wire transfers are subject to a $35 USD fee, please include this fee in your initial transfer. Licensing Fees must be in USD.

We require all wire transfer payments to include payment remittance information; please include the invoice/quote number in the notes section of the bank transfer. This is our preferred method for tracking payments.

If you are unable to include the invoice/quote details in the notes, please email a detailed payment remittances to AccountsReceivable@concordtheatricals.com before you issue any wire transfers.

Payments received without a payment remittance will take longer to process and will result in delays in shipping production materials.

Bank Routing Number: [redacted]
SWIFT Code: [redacted]
General Bank Reference Address: [redacted]
Account Number: [redacted]
Account Name: [redacted]

Credit Card: We also accept Visa, MasterCard, American Express, and Discover. Credit Card Payments can be made directly through your customer dashboard on www.concordtheatricals.com.

Check or Money Order:
A copy of the invoice(s) have been emailed to you separately and *must* accompany all check payments. Checks sent by standard mail take three (3) weeks to be received and processed; to ensure your payment is received on time, please send well in advance of the noted due date.

To pay with a check or money order, make payable to Concord Theatricals Corp. in USD and mail it with a copy of your quote to:

Concord Theatricals Corp.
c/o JPM-Chase
P.O. Box 22824
New York, NY 10087-2824

Checks sent by standard mail take 3 weeks to be received and processed; to ensure your payment is received on time, please send it well in advance of the noted due date. If you are sending your check to us via an expedited shipping method, please mail it with a copy of your quote to this address:

Overnight Mailing Address:
JPMorgan Chase -- Lockbox Processing
Attn: Concord Theatricals Corp. & 22824
4 Chase Metrotech Center 7th floor East Brooklyn, NY 11245

Checks sent to the Overnight Mailing Address may take up to 7 business days to be received and processed.

For a copy of our W-9, please visit https://help.concordtheatricals.com/knowledgebase/w-9/

CONCORD THEATRICALS
PLAY AGREEMENT

CT Rep: **K12 Licensing**
Request [redacted]
Acct #: [redacted]

TERMS AND CONDITIONS

1. **Grant.** Concord Theatricals grants Licensee the non-exclusive and non-transferable right to present a live stage production with living actors appearing in the immediate presence of an in-person audience of the Property at the Venue and during the Production Dates stipulated above and on the other terms and conditions set forth in this Agreement. Said rights are valid only through the final performance date as indicated above. No change by Licensee in the production dates, the number of performances, the number of seats per performance, the ticket prices, and/or any other particulars of this Agreement shall be made without the prior written consent of Concord Theatricals, which may be withheld in Concord Theatricals' sole and absolute discretion. Concord Theatricals has the right to revoke this Agreement if Licensee fails to secure such consent and/or if Licensee is in breach or default of any other term or condition of this Agreement. No other rights are herein granted, and Concord Theatricals (on behalf of the Author(s) and the owner(s) of the Property) reserves any and all other rights in the Property, whether such rights are now known or shall hereafter come into existence. The reserved rights shall include, without limiting the generality of the foregoing, all motion picture rights, television and cable rights, radio rights, stage rights other than those licensed hereunder, electronic and digital rights, mechanical rights, recording rights and publication rights of all kinds.

2. **Licensee Warranties.** Licensee represents, warrants and covenants that the Property will be presented in its entirety as it appears in published form authorized by the Author(s) and that the Author(s)'s intent will be respected in the Licensee's production. No changes, interpolations, additions, or deletions will be made in the Property for the purpose of Licensee's production or otherwise. Licensee represents, warrants and covenants that Licensees shall comply with the following:

2.1 Concord Theatricals Credit. All programs, web pages, publicity, and advertising in connection with performances of the Property, in all media (including print and electronic), shall carry a program note as follows (unless an additional or different notice is specified in writing by Concord Theatricals) in not less than 10-point type:

"Lost Girl" is presented by arrangement with Concord Theatricals on behalf of Samuel French, Inc. www.concordtheatricals.com

2.2 Author(s) Credit. The Author(s)'s name (including, as applicable, composer(s), lyricist(s) and/or translator/adaptor's name) will appear in all instances in which the title of the Property appears, including all programs, web pages, house boards, and publicity and advertising in all media (including all print and electronic media) within the control of Licensee. Except as otherwise specified below, the name of the Author(s) will appear on a separate line on which no other name appears as set forth below immediately following the title of the Property and will appear in size of type not less than fifty percent (50%) of the size of the title type, as follows:

Title:	Author Credits:
"Lost Girl"	**LOST GIRL** **by Kimberly Belflower**

2.3 Additional Production Credit. The following additional credits will be included on the title page of all programs and playbills distributed in connection with performances of the Property:

Title:	Production Credits:
"Lost Girl"	

2.4. Author Bio Credit. If bios for any cast or creative team members are included in the program for Licensee's production of the Property, Licensee must also include bios for the Author(s). Author bios can be found on www.concordtheatricals.com.

2.5 Production Date Changes/Cancellation. Licensee will PROMPTLY notify Concord Theatricals in writing of any and all proposed changes in Production Dates whatsoever, including, but not limited to, additional performances, rescheduled performances, cancellations, postponements, etc., all of which are subject to the prior written approval of Concord Theatricals. Please note that additional fees may be applied for any changes made.

The following additional guidelines will apply in cancelling a licensed production:

2.5.1 You must notify your Licensing Representative in writing (email acceptable) within 24 hours of the first cancelled performance, stating the reason or reasons for the cancellation.
2.5.2 If you are presenting only one performance and you timely notify your Licensing Representative of cancellation, a full refund or transfer is granted less a cancellation processing fee of $30.
2.5.3 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of the full run of performances, a full refund or transfer is granted less a cancellation processing fee of $30.
2.5.4 If you are presenting more than one performance and you timely notify your Licensing Representative of cancellation of an individual performance, a full refund of transfer of the licensing fees for the cancelled performance is granted and there is no cancellation fee.
2.5.5 If you notify your Licensing Representative of cancellation more than 24 hours after the first cancelled performance, no refund shall be granted.

3. Execution of Agreement. This Agreement shall be effective upon receipt by Concord Theatricals of (a) this Agreement signed by the Licensee and (b) if total licensing fee is $5,000 or greater, payment of twenty-five percent (25%) of the fees set forth in the "Fees" section above. Due to demand and area restrictions, Performance Agreements are time sensitive. Therefore, this Agreement shall be null and void if it is not executed as described above within ninety (90) days of the Effective Date of this Agreement. Licensee may electronically execute this Agreement by selecting "Licenses" from the dropdown menu under the "My Account" page on www.concordtheatricals.com.

4. Payment.

4.1. Less Than $5,000. Where the total fee is less than $5,000, on hundred percent (100%) of all licensing fees are due no later than two (2) weeks prior to the first scheduled Performance Date under this Agreement.

4.2. $5,000 or More. Where the total fee is $5,000 or greater, the outstanding balance of the total licensing fees (seventy-five percent (75%)) is due no later than two (2) weeks prior to the first scheduled Performance Date under this Agreement.

4.3. Payment for all performances must be received in full. Payment may be made by check, credit card or echeck/ACH payment. Please refer to attached invoice for fee details.

5. General Terms and Conditions.

5.1 No auditions, casting, rehearsals, advertising, publicity or performance of the Property may commence unless and until this Agreement is executed and all monies owing to Concord Theatricals due upon signature, if any, as set forth in this Agreement are paid in full.

5.2 Licensee may not create merchandise of any kind based on the Property, whether for sale, promotional use, or free distribution, without prior written permission from Concord Theatricals.

5.3 Licensed productions of the Property are to be performed in front of a live audience only. Auditions, rehearsals, and/or performances may not be recorded, streamed, broadcast or posted at any time, in any manner or for any purpose. These restrictions apply to both audio-only and audio-visual recordings, broadcasts and postings. By way of example only, no posting or streaming of audio or audio-visual recordings to YouTube or any other social networking sites is permitted. Any such recording, broadcasting, posting or other use of a performance of the Property is a copyright infringement and will expose Licensee to serious legal consequences.

5.4 Any announcements, advertisements, publicity, promotional materials, and marketing materials, whether on the Internet or in any other media, must be in strict compliance with the terms of this Agreement, including the number and dates of performances, the number of seats, and the ticket prices. No advertising, marketing or promotion of Licensee's production may bill such production as any type of "premiere" of the Property (e.g., regional, state, local) without prior written approval from Concord Theatricals. Please contact your Licensing Representative to request approval.

5.5 This Agreement does not include the right to any choreography, staging, direction, costume design, scenic design, lighting design or sound design of the Property as previously presented. Licensee agrees that its production of the Property shall be a non-replica production. Neither Concord Theatricals nor the Author(s) or owners of the Property shall be obliged at any time to make any payment or offer rights participation to any person(s) whom Licensee may hire to direct, choreograph, stage, design or otherwise

participate creatively in Licensee's production.

5.6 Licenses are available only for complete performances of the Property. Performances of various scenes and/or songs apart from the Property in its entirety (e.g., in connection with recitals, contests, festivals, etc., or for promotional purposes) require special permission, which must be submitted in writing in advance of any such performances. Unless permission is granted in writing by Concord Theatricals, no such performances may take place.

5.7 Licensee will present the Property using the Approved Production Script (as defined in Section 5.16 below). No abridgement or enlargement of the Property, no changes in music, lyrics, dialogue, period, setting, characters (including their gender), and/or characterizations in the Property, and no changes in running time, placement of intermission, number or order of scenes, etc., may be made without prior written permission from Concord Theatricals. In the event that any changes to the Property are approved in writing, such changes shall, upon creation, become the sole and exclusive property of Concord Theatricals, the Author(s) and the owners of the Property, as their interests may appear, and may be used by such parties free and clear of any obligation whatsoever to Licensee or any third party.

5.8 An approved logo and other promotional and marketing materials for the Property may be available from Concord Theatricals. Please contact your Licensing Representative for further information. Please review the Riders and Exhibits in Section 12 below, as well as (if applicable) any additional Rider you may have signed in connection with your production of the Property, for further requirements regarding logos, promotion and marketing of your production.

5.9 This Agreement is not transferable to any other production other than the one licensed. The rights licensed under this Agreement may not be sublicensed and/or otherwise conveyed by Licensee to any other person.

5.10 The Property is licensed for live stage performances by living actors in front of a live audience only, and may not be recorded, broadcast or distributed at any time, in any manner, or for any purpose. In no event may any audio or audio-visual recordings of readings, rehearsals or performances of the Property be posted to the internet or distributed through any digital means, including by way of streaming, downloading or copying, including without limitation, in video or audio recordings posted to YouTube, Facebook or any similar or other social networking site, or posted to the website of the theater or any personal or public website of whatsoever kind. No audio or audio-visual footage may be used in connection with any online, mobile or digital advertising or promotion of the Property.

5.11 You must include in prominent fashion in every program for your production of the Property the following warning in text no smaller than 12-point type, and the warning must also be posted in the lobby of the Venue:

THE VIDEOTAPING OR MAKING OF ELECTRONIC OR OTHER AUDIO AND/OR VISUAL RECORDINGS OF THIS PRODUCTION AND DISTRIBUTING RECORDINGS OR STREAMS IN ANY MEDIUM, INCLUDING THE INTERNET, IS STRICTLY PROHIBITED, A VIOLATION OF THE AUTHOR(S)'S RIGHTS AND ACTIONABLE UNDER UNITED STATES COPYRIGHT LAW. FOR MORE INFORMATION, PLEASE VISIT:
https://concordtheatricals.com/resources/protecting-artists

5.12 The grant of rights hereunder does not include any rights to use any artwork (except to the extent otherwise expressly set forth in Section 12 below), advertising, names of actors or actresses or other personnel associated with any other production of the Property in any artwork, advertising or promotional materials for Licensee's production hereunder.

5.13 Licensee is solely responsible for obtaining formal written permission from third-party copyright owners to use copyrighted music, images, brands, or other material in Licensee's production of the Property and is strongly cautioned to do so. If no such permission is obtained by Licensee, then Licensee must use only original music and other materials that Licensee owns and controls. Licensee is solely responsible and liable for all third-party clearances (including without limitation music clearances).). To the extent permitted by law, and without waiving Licensee's preexisting state sovereign immunity, Licensee shall pay any award made by a court of competent jurisdiction in connection with any claim arising from the use of music and other third-party material by Licensee. For the avoidance of doubt, the foregoing shall not apply to use of the music included in the Property for which sheet music or audio tracks is provided by Concord Theatricals.

5.14 In the event that the program for Licensee's production of the Property includes advertising, Licensee agrees to reserve program space no smaller than one-half (1/2) page for Concord Theatricals. Concord Theatricals shall notify Licensee in writing no later than thirty (30) days before the first performance hereunder if Concord Theatricals elects to use such program space, and shall provide

Licensee with applicable files at the time of such notification. If Concord Theatricals does not provide Licensee with timely notice, Licensee shall have no obligation to reserve such program space.

5.15 Licensee agrees to reserve two (2) complimentary tickets for each performance of the Property hereunder for the use of Concord Theatricals, the Author(s) and the owners of the Property. Concord Theatricals shall notify Licensee a minimum of three (3) days prior to the applicable performance whether it requires such tickets, and agrees not to resell such tickets. Licensee shall provide Concord Theatricals with two (2) copies of the program for its production of the Property upon request by Concord Theatricals.

5.16 "Approved Production Script" is defined as the version or draft of the script of the Property to be used in connection with Licensee's production. It is understood that the Approved Production Script will be made available for purchase via the licensing dashboard via www.concordtheatricals.com as the "Acting Edition." No earlier manuscript or any other versions of the Property are permitted for production without prior approval. In the event that a published Acting Edition is not available for public purchase, Licensee should contact its Licensing Representative for the most up-to-date version of the script prior to the start of pre-production and rehearsals.

6. Representations and Warranties. Licensee represents and warrants that (a) all of the information provided to Concord Theatricals, both orally and in writing, in connection with the production of the Property and/or otherwise is accurate and correct, (b) Licensee will present the Property in accordance with the terms and conditions set forth in this Agreement, and (c) Licensee will be fully responsible for the manner in which Licensee's production of the Property is performed. Licensee takes sole and complete responsibility for its actions under this Agreement. To the extent permitted by law, and without waiving Licensee's preexisting state sovereign immunity, Licensee shall pay any award made by a court of competent jurisdiction in connection with any claim arising out of (a) the breach or alleged breach by Licensee of any of Licensee's representations, warranties, obligations, or agreements under this Agreement and/or (b) Licensee's production of the Property including the performance, preparations, advertising and marketing thereof.

7. Termination. Failure to strictly comply with any of the terms and conditions of this Agreement, including but not limited to the provisions of Sections 2 and 5 and any Exhibits or Riders hereto, may result in the immediate termination of this Agreement and/or any such other agreements by Concord Theatricals in its sole and absolute discretion. In the event of termination, all amounts owing under this Agreement remain payable in full and shall be retained by Concord Theatricals in addition to any other rights or remedies that Concord Theatricals may be entitled to assert for breach of contract.

8. Default. If Licensee defaults in the performance of any of the representations, warranties, obligations, terms and/or conditions of this Agreement, then in addition to any and all other remedies which Concord Theatricals, the Author(s) and/or the other copyright-owner(s) of the Property might have at law or equity, Licensee agrees that Concord Theatricals shall have the right to seek a temporary restraining order and a preliminary injunction to enjoin any performances of the Property.

9. Revocation. Concord Theatricals reserves the right to revoke any and all licenses for any reason upon written notice to Licensee. In the event that Licensee has paid for the license, either partially or in full, prior to such revocation, a full refund of such sums paid will be given to Licensee within forty-five (45) business days of written notice of license termination.

10. Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be binding upon the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns and may not be altered, modified or cancelled (except as herein specifically provided), except by written instrument signed by both parties hereto. This Agreement supersedes all prior or contemporaneous agreements, undertakings, warranties, representations and negotiations between the parties with respect to the subject matter hereof, except in the event that Licensee has previously executed a Rider specifically relating to its production of the Property under this Agreement, such Rider shall remain in full force and effect and shall be a part of this Agreement. No waiver shall be deemed a continuing waiver or deemed a waiver of any assignment or similar breach. In entering into this Agreement, Licensee and Concord Theatricals will each have the status of an independent contractor and nothing contained herein will constitute the parties as partners, fiduciaries, agents or employees of each other.

11. Riders and Exhibits. In addition to all provisions set forth above, this Agreement includes any Riders previously executed by Licensee specifically relating to its production of the Property hereunder, as well as the following additional Exhibits and Riders (if any):

Additional Riders

Title:	Additional Riders
Lost Girl	

ACCEPTED AND AGREED TO:

CONCORD THEATRICALS
PLAY AGREEMENT

CT Rep: **K12 Licensing**
Request
Acct #: [redacted]

This Agreement and all conditions and terms contained herein are wholly binding upon the execution by Licensee hereof and the remittance of payment in accordance with the terms contained herein.

LICENSING CHECKLIST

Before you start rehearsals,
make sure you've taken care of these steps!

Don't Forget to...

- ☐ **Sign your Performance Agreement through the "Licenses" section, in the drop-down menu under your name in the top right corner of concordtheatricals.com.**
- ☐ **If your TOTAL licensing fees are $5,000 or MORE: pay 25% of your total licesning fees.**
- ☐ **Communicate any changes (dates, venue, etc.) to your licensing rep via email.**
- ☐ **Review the script fees section of this agreement to determine whether scripts were previously selected during the license application. If script fees are not included, scripts must be purchased separately. To purchase scripts and supplemental materials visit concordtheatricals.com.**

And...

- ☐ **Set yourself a reminder to pay any outstanding fees at least 2 weeks before your first performance.**

Break a leg on your production!

Sincerely,
Concord Theatricals

CONCORD THEATRICALS
PLAY AGREEMENT

CT Rep: **K12 Licensing**
Request
Acct #: [redacted]

Wadsworth City Schools
7/1/2025 - 7/1/2026 Insurance Program through SeibertKeck Insurance Partners

Line of Coverage	Liberty Mutual 2024-25 Premiums w/o Terrorism	Liberty Mutual 2025-26 Premiums w/o Terrorism
Property including Equipment Breakdown	**$161,977**	**$189,890**
Values	$348,516,827	$353,961,794
Average Rate	0.04647	0.05365
Deductible	$25,000	$25,000
Inland Marine (band, athletic, scheduled equipment going off-site)	**Included in Property**	**Included in Property**
Limit	$870,123	$870,123
Deductible	$1,000	$1,000
General Liability (including OH Stop Gap)	**$16,324**	**$18,099**
Law Enforcement Liability	**$1,608**	**$1,592**
# SRO's	2	2
School Leaders E&O	**$51,709**	**$57,133**
Deductible	$10,000	$10,000
Sexual Abuse	**$11,878**	**$13,810**
Deductible	$5,000	$5,000
Crime	**$1,189**	**$1,177**
Automobile	**$75,079**	**$79,200**
# Units	65	66
Average Cost per Unit	$1,078	$1,200
Umbrella	**$30,867**	**$34,906**
Premiums with Liberty Mutual without Terrorism	**$350,631**	**$395,807**

*Terrorism Premiums are **not** included in Total Premium*

Line of Coverage	Additional Coverages 2024-25 Premiums incl Taxes & Fees	Additional Coverages 2025-26 Premiums incl Taxes & Fees
Cyber Coverage - Houston Casualty Insurance	**$15,445**	**$16,410**
Limit	$1M	$1M
Active Shooter Coverage - Indian Harbor Insurance	**$6,205**	**$6,205**
Limit	$2M	$2M
Total Premiums without Terrorism	**$372,281**	**$418,422**

Ohio | Department of Education

Alternate School Food Authority (SFA) Arrangement

A School Food Authority (SFA) is the governing body responsible for the administration of one or more schools and has legal authority to operate school meal programs therein or is otherwise approved by USDA Food and Nutrition Service to operate school meal programs.

1. Sacred Heart of Jesus School IRN 05752 (SFA 2) wishes to transfer authority to operate the specified school meal program(s) for the students of SFA 2 to Wadsworth City Schools IRN 044974 (SFA 1). All legal and financial authority for operating the specified school meal program(s) for the students of SFA 2 is hereby transferred to SFA 1. SFA 1 accepts total legal and financial responsibility for SFA 2's specified school meal program(s). This includes paying overclaims as a result of administrative reviews, distributing USDA Foods and complying with program regulations. SFA 2 hereby relinquishes its authority to operate the specified school meal program(s) to SFA 1.

2. The parties to this agreement agree to cooperate fully, work in good faith and assist each other in the mutual performance of this agreement. In connection therewith, the parties shall meet from time to time upon reasonable request of either party at a mutually agreed time and location to confer in good faith and amicably in a business-like manner work out disputes arising from the implementation of this agreement.

3. This agreement shall become effective 07/01/2025 and it shall remain in effect until 06/30/2026 (no longer than one year) unless terminated by a prior notice of not less than 60 days from one party to the other. The term of the agreement can be extended upon mutual agreement of the parties and upon approval from the Office of Nutrition.

4. Assurance of Civil Rights Compliance

The School Food Authority (SFA) hereby agrees that it will comply with:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.);
ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.);
iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.);
v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 et seq.);
viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program

applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.

x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the SFA agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the SFA, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the SFA.

SFA 1	SFA 2
Signature_____	Signature [redacted]
Title_____	Title PRINCIPAL
Phone Number_____ Date_____	Phone Number 330-334-6272 Date 6/10/25

THIS ARRANGEMENT **does not** constitute the entire agreement between the parties with respect to subject matter thereof. (See Attachment 4 for details to consider and/or negotiate.)

NOTE: Alternate SFA Arrangements must be approved by the Ohio Department of Education (ODE) on a case-by-case basis. ODE will review a written description of the alternate arrangement, which answers the questions listed on the attached page entitled: "Terms of Agreement to be Considered and/or Negotiated in the Alternate School Food Authority (SFA) Arrangement", before giving approval. Please forward the signed agreement and terms of the arrangement to the *Ohio Department of*

Education, Office of Office of Nutrition, 25 S. Front St., Mail Stop: 303, Columbus, Ohio 43215-4183. ODE will advise you as soon as the Alternate SFA Arrangement has been approved.

This institution is an equal opportunity provider.

Ohio | Department of Education

Terms of Agreement to be Considered and/or Negotiated in the Alternate School Food Authority (SFA) Arrangement

Address each of the following items and include with the previous page for state agency approval.

1. Which specific school meal program(s) will be included under this agreement (National School Lunch Program, School Breakfast Program, After School Care Snack Program and/or Special Milk Program)?

2. Who will distribute free and reduced-price school meal applications to each household?

3. Who will process the applications including determining eligibility (approval official), notifying applicants, completing verification requirements (verification official), providing a hearing official and updating eligibility changes?

4. Where and how will point-of-service counts by eligibility category be obtained and who will record and report these counts?

5. Who will compile the monthly claim for reimbursement before it is submitted to ODE? Who will perform the required attendance-adjusted eligible edit check?

6. Will unit meal prices be subject to any negotiations between the SFAs?

7. Who will collect money/sell tickets to students and adults? What will be the policy for meal charges and is this policy acceptable to both SFAs?

8. Terms regarding cancellation rights by either SFA should be discussed should an unforeseen problem arise.

9. What will be the policy for reconciling any differences that may exist between days that school is in session and how meal service may be affected?

10. School meal program records and free and reduced-price school meal applications must be kept on file for three years plus the current school year. Where will records be stored?

11. How will student involvement in the school meal programs (e.g., advisory groups, taste panels, surveys, menu planning) be handled?

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDA-OASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. **mail:**
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. **fax:**
   (833) 256-1665 or (202) 690-7442; or
3. **email:**
   program.intake@usda.gov

This institution is an equal opportunity provider.

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT CONTRACTOR DENTIST AGREEMENT
AND WAIVER OF LIABILITY AND RELEASE FORM

The Wadsworth City School District Board of Education ("Board") and the undersigned ("Contractor") enter into the following agreement for the provision of services as an independent contractor:

1. Authority: This agreement is entered into pursuant to R.C. 3313.17, R.C. 3313.68(C), and R.C. 3313.721. Specifically, in lieu of appointing or employing a school physician or dentist pursuant to R.C. 3313.68(A), the Board enters into this Agreement for the purpose of providing health care services to students. Contractor shall constitute a licensed health care provider for purposes of R.C. 3313.68(C) and R.C. 3313.721.

2. Engagement: The Board engages Contractor as an independent contractor for the performance of certain professional services. Specifically, Contractor shall make such examinations and diagnoses and render such remedial or corrective treatment for the school children as is prescribed by the Board – provided that all such remedial or corrective treatment shall be limited to the children whose parents cannot otherwise provide for same, and then only with the written consent of the parents or guardians of such children. Contractor may also conduct such oral hygiene educational work as is authorized by the Board.

3. Term: This Agreement is effective as for the 2025-2026 school year (i.e., July 1, 2025, through June 30, 2026) and is expressly contingent on the Contractor holding a license to practice in this state. Contractor understands that this Agreement shall terminate automatically if Contractor fails to hold a license to practice in this state. The Board may also terminate this Agreement whenever the Board determines that the services of Contractor are no longer needed. Contractor may terminate this Agreement at Contractor's option upon thirty (30) days prior written notice to the Board.

4. Payment: Contractor is providing the professional services outlined under this Agreement on a pro bono basis and without charge to the Board.

5. Other Compensation: Contractor agrees that under no circumstances shall Contractor accept compensation from any third party or source, including, but not limited to booster, parent, or other Board support organizations, for the performance of Contractor's duties under this Agreement.

6. Duties: Contractor shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in Paragraph 2 above for the benefit of the Board. Contractor shall devote such time as may be reasonably required to perform Contractor's duties under this Agreement. Contractor shall maintain, for the duration of this Agreement, any license required by law to perform the services required by this Agreement.

7. Independent Contractor: In consideration of this Agreement, Contractor acknowledges, recognizes, and defines himself/herself as being an independent contractor of the Board and not an employee of the Board. Any claims to employee status are hereby waived. The Board shall carry no Workers' Compensation insurance or any health or accident insurance to cover Contractor (or Contractor's employees, if any). Contractor shall not be a participant in any fringe benefits of the Board, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security, and other benefits for Contractor and Contractor's employees, if any. Contractor shall determine the manner in which the work shall be performed and shall determine the specific procedures to be performed to render the services requested by the Board. Contractor shall exercise independent professional judgment in the rendering of services for the Board.

8. Instrumentalities and Tools: Contractor shall supply the instrumentalities and tools necessary for Contractor to perform the services under this Agreement. Contractor may donate such additional medical equipment and supplies to the Board and students as Contractor sees fit, provided such donation does not remove any portion of the Board's control over the donation.

9. Indemnity and Hold Harmless: Contractor shall indemnify and hold harmless the Board from any claim, demand, loss, liability or damage which may be suffered by the Board as a consequence of Contractor's actions or omissions.

10. Release and Waiver of Liability: Contractor shall perform work under this Agreement at Contractor's own risk. Accordingly, the Board requires as a condition of Contractor's service that Contractor fully release the Board and agree not to sue the Board for any claim that may arise out of the Contractor's service. By signing this Agreement, Contractor expressly agrees that, in consideration for being provided the opportunity to serve the public good on a pro bono basis, Contractor knowingly accepts the obligations described above and hereby **RELEASES, WAIVES, AND DISCHARGES** the Board, its members, employees, agents, personal representatives, successors and assigns, **FROM ANY AND ALL LIABILITY OR CLAIMS, KNOWN AND UNKNOWN, WHATSOEVER** arising out of this Agreement.

11. Confidentiality: As part of this Agreement, Contractor may be exposed to student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act ("FERPA"), Ohio law, and Board policy. *See* 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321. Pursuant to FERPA, R.C. 3319.321, and Board policy, Contractor agrees to keep confidential and not release or permit access to any and all student personally identifiable information to which Contractor is exposed to under this Agreement except as authorized by law.

12. Criminal Records Check: Contractor agrees that the services under this Agreement may require Contractor to work unsupervised with children on a regular basis. As a result, the

Board requires Contractor to provide a set of impressions of Contractor's fingerprints to the Board so that a criminal records check can be conducted at the Board's expense. This criminal records check will be done before Contractor begins Contractor's duties and as a condition of Contractor's continued service under this Agreement. Pursuant to Board Policy 8142, if a criminal records check indicates that Contractor has been convicted of or pleaded guilty to any of the offenses described in R.C. 3319.39(1) Contractor shall not be permitted to perform any services for the Board.

13. Compliance With Policies: Contractor agrees to abide by all Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio while serving as a volunteer. Contractor agrees to display appropriate behavior at all times when providing services under this Agreement.

14. Entire Agreement: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Contractor that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.

15. Amendment: This Agreement may only be modified or amended if the amendment is in writing and signed by both parties.

16. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

17. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.

18. Applicable Law: This Agreement shall be governed and construed accordance with Ohio law.

19. Counterparts: This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.

Thank you for your interest in being an independent contractor dentist for the Wadsworth City School District. The service, effort, and time you devote to the students and schools are greatly appreciated. The successful operation of the District depends on individuals like you.

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

FOR THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION:	**FOR INDEPENDENT CONTRACTOR:** [redacted]
_____ Amanda Gordon* Board President (In Official Capacity Only) _____ Douglas D. Beeman* Treasurer (In Official Capacity Only)	

Authorized Pursuant to Board Resolution No. _____
* This Agreement has no legal effect absent Board approval

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT TEAM PHYSICIAN AGREEMENT

The Wadsworth City School District Board of Education ("Board") and the undersigned (Jeffrey Burkey, MD) enter into the following agreement for the provision of services as a volunteer Team Physician:

1. Authority: This agreement is entered into pursuant to R.C. 3313.17, R.C. 3313.68(C), and R.C. 3313.721. Specifically, in lieu of appointing or employing a school physician or dentist pursuant to R.C. 3313.68(A), the Board enters into this Agreement for the purpose of providing health care services to students. Dr. Burkey shall constitute a licensed health care provider for purposes of R.C. 3313.68(C) and R.C. 3313.721.

2. Engagement: The Board engages Dr. Burkey as an independent contractor for the performance of certain professional services. Specifically, Dr. Burkey shall make examinations, which shall include tests, to determine the existence of defects and diagnoses of all children referred to Contractor.

3. Term: This Agreement is effective as for the 2025-2026 school year (i.e., July 1, 2025, through June 30, 2026) and is expressly contingent on the Contractor holding a license to practice medicine in Ohio. Dr. Burkey understands that this Agreement shall terminate automatically if Dr. Burkey fails to hold a license to practice medicine in Ohio. The Board may also terminate this Agreement whenever the Board determines that the services of Dr. Burkey are no longer needed. Dr. Burkey may terminate this Agreement at Dr. Burkey's option upon thirty (30) days prior written notice to the Board.

4. Payment: Dr. Burkey is providing the professional services outlined under this Agreement on a pro bono basis and without charge to the Board.

5. Other Compensation: Dr. Burkey agrees that under no circumstances shall he accept compensation from any third party or source, including, but not limited to booster, parent, or other Board support organizations, for the performance of his duties under this Agreement.

6. Duties: Dr. Burkey shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in Paragraph 2 above for the benefit of the Board. Dr. Burkey shall devote such time as may be reasonably required to perform Team Physician duties under this Agreement. Dr. Burkey shall maintain, for the duration of this Agreement, any license required by law to perform the services required by this Agreement.

7. Independent Contractor: In consideration of this Agreement, Dr. Burkey acknowledges, recognizes, and defines himself as being an independent physician and not an employee of the Board. Any claims to employee status are hereby waived. The Board shall carry no Workers' Compensation insurance or any health or accident insurance to cover Dr. Burkey. Dr. Burkey shall not be a participant in any fringe benefits of the Board, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance,

federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Dr. Burkey shall exercise independent professional judgment in the rendering of services for the Board.

8. Instrumentalities and Tools: Dr. Burkey shall supply the instrumentalities and tools necessary to perform the services as a Team Physician under this Agreement. Dr. Burkey may donate medical equipment and supplies to the Board and students as he sees fit, provided such donation does not remove any portion of the Board's control over the donation.

9. Indemnity and Hold Harmless: SCHOOL shall indemnify, defend and hold harmless Dr. Burkey, from and against any and all liability, suits, claims, losses and damages, and expenses in connection therewith (including reasonable attorneys' fees) (collectively, "Claims") which may be imposed on or incurred by Dr. Burkey in connection with, or arising out of the negligent acts or omissions or willful misconduct of SCHOOL, its agents, employees, or subcontractors, including performance of automated external defibrillation in good faith, in accordance with R.C. 2305.235 and as amended or revised, failure to perform automated external defibrillation, or performance of automated external defibrillation by an individual not authorized to use the automated external defibrillator. SCHOOL's obligations shall not exceed the amount provided by insurance purchased by SCHOOL for this purpose or the amount appropriated by SCHOOL for this purpose; whichever is greater. In no case, shall any of SCHOOL's board members, officers, employees, contractors, agents, or other individuals be considered personally liable for indemnifying and holding harmless Dr. Burkey under this Agreement. SCHOOL shall provide Dr. Burkey with a Certificate of Insurance evidencing current insurance coverage upon execution of this Agreement and annually thereafter as proof that such insurance coverage has been renewed.

In addition to the foregoing and without any limitation thereto, SCHOOL further agrees to indemnify, defend and hold Dr. Burkey from and against any and all claims arising out of or related to SCHOOL's failure to ensure the full cooperation of School's Staff or the overruling of Dr. Burkey. SCHOOL's obligations under this Agreement shall not exceed the amount provided by insurance purchased by SCHOOL for this purpose or the amount appropriated by SCHOOL for this purpose; whichever is greater. In no case, shall any of individuals be considered personally liable for indemnifying and holding harmless Dr. Burkey. SCHOOL shall provide Dr. Burkey with a Certificate of Insurance evidencing current insurance coverage upon execution of this Agreement and annually thereafter as proof that such insurance coverage has been renewed.

Dr. Burkey shall indemnify, defend and hold harmless the Board, SCHOOL, its officers, directors, agents, and employees, in both their official and individual capacities, from and against any and all liability, suits, claims, losses and damages, and expenses in connection therewith (including reasonable attorneys' fees) which may be imposed on or incurred by the Board, SCHOOL, its officers, directors, agents, and employees, in both their individual and official capacities, in connection with, or arising out of the negligent acts or omissions or willful misconduct of Dr. Burkey. Dr. Burkey's obligations under this Agreement shall not exceed $1,000,000 per incident and $3,000,000 aggregate per year. In no case, shall Dr. Burkey be considered personally liable for indemnifying and holding

harmless the Board. SCHOOL, its officers, directors, agents, and employees, under this Agreement.

Release and Waiver of Liability: Dr. Burkey shall perform work under this Agreement at his own risk. Accordingly, the Board requires as a condition of Dr. Burkey's service that he fully release the Board and agree not to sue the Board for any claim that may arise out of his service as a Team Physician.

10. Confidentiality: As part of this Agreement, Contractor may be exposed to student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act ("FERPA"), Ohio law, and Board policy. *See* 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321. Pursuant to FERPA, R.C. 3319.321, and Board policy, Contractor agrees to keep confidential and not release or permit access to any and all student personally identifiable information to which Contractor is exposed to under this Agreement except as authorized by law.

11. Criminal Records Check: Dr. Burkey agrees that the Team Physician Services provided under this Agreement may require Team Physician, and substitute team physician to work unsupervised with children on a regular basis. As a result, SCHOOL requires Team Physician, and substitute team physician to provide a set of impressions of their fingerprints to SCHOOL so that a criminal records check can be conducted at SCHOOL's expense. This criminal records check will be done before Team Physician, and substitute team physician begin their duties and as a condition of Team Physician, and substitute team physician's continued Team Physician Services under this Agreement. Pursuant to Policy 8142 if a criminal records check indicates that Team Physician, and substitute team physician have been convicted of, or pleaded guilty to, any of the offenses described in R.C. 3319.39(1) Team Physician, and substitute team physician shall not be permitted to perform any services for SCHOOL.

12. Compliance With Policies: Dr. Burkey agrees to abide by all Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio while serving as a volunteer Team Physician, agrees to display appropriate behavior at all times when providing services under this Agreement.

13. Entire Agreement: This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties. Each of the parties hereby releases and discharges the other from any and all obligations and liabilities previously existing or now existing by reason of any prior agreement or relationship, it being the intention of the Board and Dr. Burkey that this Agreement shall supersede and be in lieu of any and all prior agreements or understandings between them.

14. Amendment: This Agreement may only be modified or amended if the amendment is in writing and signed by both parties.

15. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such

provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

16. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.

17. Applicable Law: This Agreement shall be governed and construed accordance with Ohio law.

18. Counterparts: This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.

Thank you for your interest in being an independent Team Physician for the Wadsworth City School District. The service, effort, and time you devote to the students and schools are greatly appreciated. The successful operation of the District depends on individuals like you.

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS.

FOR THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION:

_____
Amanda Gordon*
Board President (In Official Capacity Only)

_____
Douglas D. Beeman*
Treasurer (In Official Capacity Only)

Authorized Pursuant to Board Resolution No. _____
* This Agreement has no legal effect absent Board approval

FOR TEAM PHYSICIAN:

[redacted]

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT CONTRACTOR PHYSICIAN AGREEMENT
AND WAIVER OF LIABILITY AND RELEASE FORM

The Wadsworth City School District Board of Education ("Board") and the undersigned ("Contractor") enter into the following agreement for the provision of services as an independent contractor:

1. Authority: This agreement is entered into pursuant to R.C. 3313.17, R.C. 3313.68(C), and R.C. 3313.721. Specifically, in lieu of appointing or employing a school physician or dentist pursuant to R.C. 3313.68(A), the Board enters into this Agreement for the purpose of providing health care services to students. Contractor shall constitute a licensed health care provider for purposes of R.C. 3313.68(C) and R.C. 3313.721.

2. Engagement: The Board engages Contractor as an independent contractor for the performance of certain professional services. Specifically, Contractor shall make examinations, which shall include tests, to determine the existence of defects and diagnoses of all children referred to Contractor.

3. Term: This Agreement is effective as for the 2025-2026 school year (i.e., July 1, 2025, through June 30, 2026) and is expressly contingent on the Contractor holding a license to practice medicine in Ohio. Contractor understands that this Agreement shall terminate automatically if Contractor fails to hold a license to practice medicine in Ohio. The Board may also terminate this Agreement whenever the Board determines that the services of Contractor are no longer needed. Contractor may terminate this Agreement at Contractor's option upon thirty (30) days prior written notice to the Board.

4. Payment: Contractor is providing the professional services outlined under this Agreement on a pro bono basis and without charge to the Board.

5. Other Compensation: Contractor agrees that under no circumstances shall Contractor accept compensation from any third party or source, including, but not limited to booster, parent, or other Board support organizations, for the performance of Contractor's duties under this Agreement.

6. Duties: Contractor shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in Paragraph 2 above for the benefit of the Board. Contractor shall devote such time as may be reasonably required to perform Contractor's duties under this Agreement. Contractor shall maintain, for the duration of this Agreement, any license required by law to perform the services required by this Agreement.

7. Independent Contractor: In consideration of this Agreement, Contractor acknowledges, recognizes, and defines himself/herself as being an independent contractor of the Board and not an employee of the Board. Any claims to employee status are hereby waived. The Board shall carry no Workers' Compensation insurance or any health or accident insurance to cover Contractor (or Contractor's employees, if any). Contractor shall not be

a participant in any fringe benefits of the Board, including pension or profit sharing plans, life insurance, paid vacations, or paid holidays. The Board shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Contractor agrees to report and pay any contributions for taxes, unemployment insurance, Social Security, and other benefits for Contractor and Contractor's employees, if any. Contractor shall determine the manner in which the work shall be performed and shall determine the specific procedures to be performed to render the services requested by the Board. Contractor shall exercise independent professional judgment in the rendering of services for the Board.

8. Instrumentalities and Tools: Contractor shall supply the instrumentalities and tools necessary for Contractor to perform the services under this Agreement. Contractor may donate such additional medical equipment and supplies to the Board and students as Contractor sees fit, provided such donation does not remove any portion of the Board's control over the donation.

9. Indemnity and Hold Harmless: Contractor shall indemnify and hold harmless the Board from any claim, demand, loss, liability or damage which may be suffered by the Board as a consequence of Contractor's actions or omissions.

10. Release and Waiver of Liability: Contractor shall perform work under this Agreement at Contractor's own risk. Accordingly, the Board requires as a condition of Contractor's service that Contractor fully release the Board and agree not to sue the Board for any claim that may arise out of the Contractor's service. By signing this Agreement, Contractor expressly agrees that, in consideration for being provided the opportunity to serve the public good on a pro bono basis, Contractor knowingly accepts the obligations described above and hereby **RELEASES, WAIVES, AND DISCHARGES** the Board, its members, employees, agents, personal representatives, successors and assigns, **FROM ANY AND ALL LIABILITY OR CLAIMS, KNOWN AND UNKNOWN, WHATSOEVER** arising out of this Agreement.

11. Confidentiality: As part of this Agreement, Contractor may be exposed to student personally identifiable information which is designated as confidential under the Family Educational Rights and Privacy Act ("FERPA"), Ohio law, and Board policy. *See* 20 U.S.C. § 1232g; 34 C.F.R. § 99.30; R.C. 3319.321. Pursuant to FERPA, R.C. 3319.321, and Board policy, Contractor agrees to keep confidential and not release or permit access to any and all student personally identifiable information to which Contractor is exposed to under this Agreement except as authorized by law.

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or pleaded guilty to any of the offenses described in R.C. 3319.39(1) Contractor shall not be permitted to perform any services for the Board.

13. Compliance With Policies: Contractor agrees to abide by all Board policies as may be amended from time to time, Board administrative guidelines as may be amended from time to time, and any and all applicable laws of the State of Ohio while serving as a volunteer. Contractor agrees to display appropriate behavior at all times when providing services under this Agreement.

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15. Amendment: This Agreement may only be modified or amended if the amendment is in writing and signed by both parties.

16. Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

17. Waiver of Contractual Right: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel compliance with every proviso of this Agreement.

18. Applicable Law: This Agreement shall be governed and construed accordance with Ohio law.

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FOR THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION:	FOR INDEPENDENT CONTRACTOR: [redacted]
_____ Amanda Gordon* Board President (In Official Capacity Only) _____ Douglas D. Beeman* Treasurer (In Official Capacity Only)	

Authorized Pursuant to Board Resolution No. _____
* This Agreement has no legal effect absent Board approval

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AND WAIVER OF LIABILITY AND RELEASE FORM

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4. Payment: Contractor is providing the professional services outlined under this Agreement on a pro bono basis and without charge to the Board.

5. Other Compensation: Contractor agrees that under no circumstances shall Contractor accept compensation from any third party or source, including, but not limited to booster, parent, or other Board support organizations, for the performance of Contractor's duties under this Agreement.

6. Duties: Contractor shall hold himself/herself available to render, and shall render at the request of the Board, the services set forth in Paragraph 2 above for the benefit of the Board. Contractor shall devote such time as may be reasonably required to perform Contractor's duties under this Agreement. Contractor shall maintain, for the duration of this Agreement, any license required by law to perform the services required by this Agreement.

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Thank you for your interest in being an independent contractor physician for the Wadsworth City School District. The service, effort, and time you devote to the students and schools are greatly appreciated. The successful operation of the District depends on individuals like you.

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FOR THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION:	FOR INDEPENDENT CONTRACTOR: [redacted]
_____ Amanda Gordon* Board President (In Official Capacity Only) _____ Douglas D. Beeman* Treasurer (In Official Capacity Only)	

Authorized Pursuant to Board Resolution No. _____
* This Agreement has no legal effect absent Board approval

The Educational Service Center of Medina County
2025-2026
County Service Agreement
Wadsworth City Schools

The Wadsworth City Schools District Board of Education (IRN # 044974) agrees to legislated (ORC 3313.843 and 3313.845) contracted services provided to the Wadsworth City Schools by the Educational Service Center of Medina County (IRN # 048454).

2025-2026 ESTIMATED DATA
School District Estimated ADM **3990**

		Rate	Estimated Cost
Comprehensive Services			
☑	Universal Services	$4.25 /ADM	$16,958

Staff Development Programming	Nursing/Health PD
24 Math Tournament	Superintendent/Legislator Meetings
High School Academic Challenge	Principal Network Meetings
Parapro Testing	School Counselor Forum
Master Teacher	Inkspot - Student Literary and Art Review
Remote EDx Coordination	Cooperative Purchasing
Curriculum Mapping	Gifted Visual & Performing Arts Identification
ODE Initiative Roll-Outs	Homer B. Smith Teacher of Excellence
OSCES	Top Scholars Recognition
OPES/OTES/OSCES Training	Superintendent and Treasurer Searches
Grant Writing	PDExpress
Ohio Leadership Advisory Council Facilitation	LPDC/IPDP Program
EVAAS - Regional Data Lead	What's Happening Newsletter
Gifted and Talented Network	Educational Updates
SPED Directors Meetings	INFOhio ICoach Program
Transportation Directors Meetings	PBIS Professional Development
Curriculum Directors Meetings	RBT Training
College and Career Fair	Gifted Professional Development
Paraprofessional Training	OSHA, BCI, and FBI Services*
Workforce Development	*Onsite BCI/FBI Background check - 100.00/hr or 750.00/day

☐ Fine Arts Festivals $1.25 /ADM

Fair Honors Ensembles
Student Artwork Exhibition
Solo and Ensemble Festival
Middle School All-Star Bands
Visual Arts Festival

Substitute Services

☐ Comprehensive Substitute Teacher Program Estimated Cost

The Comprehensive Substitute Teacher Program includes all facets of registering, training, licensing, and assigning substitute teachers. It also includes program licensing fees, district staff training, and all payroll functions.

or

☐ Traditional Substitute Teacher Services $2.75 /ADM

Traditional Substitute Teacher Services includes all facets of registering, on-boarding, and training of all qualified substitutes, with the district receiving a monthly list of available substitute teachers and tutors.

Direct Instructional Services

The following selections designate the minimum number of days/hours of service that will be provided to the Wadsworth City Schools during the 2025-2026 school year. Additional days/hours of service over the days/hours listed in this section of the agreement will be provided upon the written request of the Superintendent and Treasurer of the Wadsworth City Schools and the approval of the Superintendent and Treasurer of the Educational Service Center of Medina County. Additional approved hours that constitute overtime hours will be billed at the rate of time and a half.

Student Services

☐	Work-Study/Transition Coordination Services $565/day		Days	
☑	Behavioral Services $650/day	368	Days	$239,200
☑	Behavior Technician $39/hour* *$56/hour with family insurance - $47/hour with individual insurance	4,050	Hours	$152,888
☐	Specialized Behavioral Consultation $115.00/hour		Hours	
☐	Psychology Services $69/hour		Hours	
☐	English as a Second Language (ESL) Services $575/day		Days	
☐	Teacher of the Deaf Instructional Services $81.00/hour		Hours	
☐	Speech and Language Therapy Services $65/hour		Hours	
☑	Special Education Aide Services Aides (MCBDD) $28/hour - Adjustments to be made for mandatory Health Insurance - Based upon % of participation	1170	Estimated	$32,760
☐	1:1 Aides - $28/hour		Hours	
☐	Intervention Specialist $450/day		Days	
☐	American Sign Language (ASL) Interpreter Services $57/hour		Hours	
☐	Mental Health Initiatives $625/day		Days	
☐	Reading Specialist $65/hour		Hours	

Curriculum/Gifted Services

- [ ] Gifted and Talented Coordination — Days

School Nursing Services

- [ ] Registered Nursing Services — Hours
  $47/hour
- [ ] Licensed Nursing Services — Hours
  $42/hour
- [ ] Health Aide Services — Hours
  $33/hour
- [ ] Substitute Nursing Services — As Needed
  $47/hour
- [ ] ODH Medication Distribution Training — As Needed
  $260/4 hour session
- [ ] Nursing Administration/Supervisor — Hours
  $66/hour - (1 hour per week per employee)

In-Person Alternative Education Programs

- [x] Project Search — As Needed
  $1625 student/month
- [x] Rise Academy — As Needed
  $450/day
- [x] Alternative School — As Needed
  $1375 student/month
- [x] SITE Program — As Needed
  $135.00 per day

Virtual Alternative Education Programs

- [ ] Summer/Online Anytime
  $825 student/month*
  $415 single course
  $275 half course
  * Access to entire course catalog

Support Services (022)

- [x] Gifted and Talented Teachers: [redacted] — $232,500

Transportation Services

- [x] Carrier Services — $4,100
  Base cost $4,100/Additional stops $475

☑	Participation in Student Van Transportation Services $21.95 Van Driver/Hour $21.95 Aide/Hour $1.20 /Mile	As Needed

General Services

☐	Home Schooling Administration - $25/student	Students

Assurances

With regard to any therapy service provided by the ESC pursuant to the Agreement, the ESC (1) will comply with requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or barred.

This service agency and agreement meets the following conditions currently defined for federal procurement. The ESC of Medina County currently posts on its website all of the services it provides and the corresponding cost for each of those services; is designated as "high performing" under OAC 3301-105-01(C)(2); and is found to be substantially in compliance with audit rules and guidelines in its most recent audit by the auditor of state. As such, this contract qualifies under ORC 3313.843 as exempt from competitive bidding requirements for personnel-based services. This provision shall remain in effect until such time as the Ohio Department of Education provides further clarification or definition of requirements for either party of this agreement to remain in compliance with state and federal law.

The Educational Service Center of Medina County
2025-2026
County Service Agreement
Cost of Services
Wadsworth City Schools

Selected Services and Programs	$678,405
Administrative Fee (3%)	$20,352
Total Cost to the Wadsworth City Schools	**$698,757**

The Wadsworth City Schools will be billed 1/10th of the grand total monthly from August 2025 through May 2026 with budget corrections made in June 2026. This agreement is subject to approval by the Ohio Department of Education and full funding by the Legislature of the State of Ohio equal to, or in excess of, the level funded during the previous school year. Cost of services will be adjusted based on actual State funding, ADM, and personnel cost. By October 1, 2026, the Treasurer of the ESCMC will provide the Treasurer and Superintendent of the Wadsworth City Schools with a report of expenditures and the account balance carryover.

Approval

Approved by the Board of Education of the Wadsworth City Schools:

_____ _____
Date Resolution Number

Approved by the Governing Board of the ESC of Medina County:

_____ _____
Date Resolution Number

THE EDUCATIONAL SERVICE CENTER OF MEDINA COUNTY

_____
Superintendent Date

_____
Treasurer Date

_____
Governing Board President Date

WADSWORTH CITY SCHOOL DISTRICT

_____
Superintendent Date

_____
Treasurer Date

_____
Board President Date

ParentSquare

Wadsworth City, OH - 3910029 - Remind to PS Transition - Engage Premium

Pricing Term Start Date: May 01, 2025 | **Pricing Term End Date:** October 04, 2026 | **Quote Create Date:** April 25, 2025 | **Reference:** 20250425-105116696

Wadsworth City, OH - 3910029
524 Broad St
Wadsworth, OH 44281
United States

Douglas Beeman
dbeeman@wadsworthschools.org
(330) 336-3571

Christine Chase
invoices@wadsworthschools.org
(330) 336-3571

Phil Luthman
pluthman@wadsworthschools.org
330-336-3571

Comments

Official term start date will be 10-5-2025.

Starting 5-1-2025, The School District may begin a soft launch of ParentSquare through 10-4-2025. During the soft launch period, the district will work with the ParentSquare implementation team to set up data integration, configure settings, and begin account rollout to district and school users (including online training).

Phased account rollout may begin 5-1-2025, to ensure data accuracy and form best practices and policies for the broader district roll out.

The goal of the soft launch period is to have all users trained and in the system by the term start date (10-5-2025).

Notes:

1. No changes to the ParentSquare School Agreement, the Privacy Policy or the Terms of Use will be effective as to District until the beginning of the next Subscription Term, if any (each capitalized term shall have the meaning given to such term in the ParentSquare School Agreement).
2. ParentSquare will not terminate your access to the Subscription Services without cause.
3. ParentSquare will not remove any Submission without reason.
4. ParentSquare will not terminate (or suspend) your access to the Subscription Services other than for your breach of the ParentSquare School Agreement or the Terms of Use.
5. There is currently no Acceptable Use Policy, and no such policy will apply to you without your consent until the beginning of the next Subscription Term, if any.

Claire Gelb - Parentsquare, Inc.

Products and Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Engage Premium - Soft Launch One Time Up Front Cost Universal Reach • One-way notifications and urgent alerts • Automated notices and attendance notifications • Social and website sharing • Student communication app (StudentSquare) True Two-Way • Two-way SMS texting • Two-way app and web messaging • Two-way email replies • Automatic language translation Enhanced Engagement • Newsletter designer (Studio Editor)	05/01/2025	5M	1 Flat Rate	$0.00 After 100% discount	$0.00

RSVPs · Volunteering and signups · Searchable directory Admin Intelligence · Data analytics and reporting · 100% contactability tools · Direct SIS integrations · Custom roles and permissions Paperless Workflows · Online forms and surveys · Digital permission slips and signatures · Secure document delivery · Public community groups					
Engage Premium 2025 Annual Universal Reach · One-way notifications and urgent alerts · Automated notices and attendance notifications · Social and website sharing · Student communication app (StudentSquare) True Two-Way · Two-way SMS texting · Two-way app and web messaging · Two-way email replies · Automatic language translation Enhanced Engagement · Newsletter designer (Studio Editor) · Appointment invitations and RSVPs · Volunteering and signups · Searchable directory Admin Intelligence · Data analytics and reporting · 100% contactability tools · Direct SIS integrations · Custom roles and permissions	10/05/2025	12M	4227 Per Student	$5.85 After 10% discount	$24,727.95 annually

Paperless Workflows • Online forms and surveys • Digital permission slips and signatures • Secure document delivery • Public community groups					
Virtual Phone Annual	10/05/2025	12M	4227 Per Student	$1.80 After 10% discount	$7,608.60 annually
ParentSquare Pay Annual	10/05/2025	12M	1 Flat Rate	$0.00	$0.00 annually
District Onboarding (under 4.9K) One Time Up Front Cost • Coordination between ParentSquare Implementation Team and Points of Contact • Creation & configuration of the ParentSquare site • Data migration and review of Staff, Student, Parent and Roster data • Digital training opportunities including recurring webinars, digital training modules, and videos • Access to "Resource Kit" and Best Practice materials to support Launch • Ongoing help and support for Admins via email, chat, and voice	05/01/2025		1 Flat Rate	$0.00 After 100% discount	$0.00
ParentSquare Pay Implementation One Time Up Front Cost	05/01/2025		1 Flat Rate	$1,500.00	$1,500.00

Totals

One Time Up Front Cost

Unit of Measurement	Unit Total	Total
Flat Rate	$1,500.00	$1,500.00

$1,500.00

Annual

Unit of Measurement	Unit Total	Total
Per Student	$7.65	$32,336.55
Flat Rate	$0.00	$0.00
		$32,336.55

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Douglas Beeman
dbeeman@wadsworthschools.org

Amanda Dempsey
amanda.dempsey@parentsquare.com

Quote expires: August 31, 2025

Purchase Terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing as set forth in the ParentSquare School Agreement. Pricing above also does not include applicable tax, which will be applied

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - https://www.parentsquare.com/privacy

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - https://www.parentsquare.com/terms

Questions? Contact Me



Claire Gelb

claire.gelb@parentsquare.com

+15152990825

Gmail Hill, Andrew <ahill@wadsworthschools.org>

Re: ParentSquare- Thanks, Quote, Resources, and Next Steps

1 message

Claire Gelb <claire.gelb@parentsquare.com> Fri, Jun 13, 2025 at 3:43 PM
To: "Hill, Andrew" <ahill@wadsworthschools.org>

Hi Dr. Hill,

Our Legal Team has agreed to the following and it has been updated within your quote, which you can find here: **Wadsworth City, OH - 3910029 - Remind to PS Transition - Engage Premium**

1. No changes to the ParentSquare School Agreement, the Privacy Policy or the Terms of Use will be effective as to District until the beginning of the next Subscription Term, if any (each capitalized term shall have the meaning given to such term in the ParentSquare School Agreement).
2. ParentSquare will not terminate your access to the Subscription Services without cause.
3. ParentSquare will not remove any Submission without reason.
4. ParentSquare will not terminate (or suspend) your access to the Subscription Services other than for your breach of the ParentSquare School Agreement or the Terms of Use.
5. There is currently no Acceptable Use Policy, and no such policy will apply to you without your consent until the beginning of the next Subscription Term, if any.

I will also attach this as a PDF, if it is easier. Please let us know if you have any other questions or concerns. I really appreciate your patience as we have gone back and forth. Thank you so much Dr. Hill! Have a wonderful weekend.

Warm Regards,

On Thu, Jun 12, 2025 at 5:39AM Hill, Andrew <ahill@wadsworthschools.org> wrote:

> Great, thank you! Have a great day.
>
> Andrew J. Hill, Ed.D.
> Superintendent
> Wadsworth City School District
> 330-335-1300 (phone)
> 625 Broad St.
> Wadsworth, OH 44281
>
> On Wed, Jun 11, 2025 at 5:27 PM Claire Gelb <claire.gelb@parentsquare.com> wrote:
>
> > Hi Dr. Hill,
> >
> > Thank you so much! I sent this along to our Legal Team this morning. I also inquired about a separate Acceptable Use Policy document, and will keep you updated as soon as I hear back.
> >
> > Have a wonderful evening!
> >
> > Best,
> >
> > On Wed, Jun 11, 2025 at 7:59AM Hill, Andrew <ahill@wadsworthschools.org> wrote:
> >
> > > Good morning. I was able to review the attached documents. First, thank you for working with us. In regard to the changes in the terms, privacy policy, etc., could we agree that the District has to agree to the changes before they are implemented if we are in the middle of a contract year?
> > >
> > > In regard to the Terms of Use and Privacy Policy, I have attached a document that contains a marked-up version of each.

Finally, is there a separate Acceptable Use Policy document? If so, can you send it to me for review?

Andy Hill

Andrew J. Hill, Ed.D.
Superintendent
Wadsworth City School District
330-335-1300 (phone)
625 Broad St.
Wadsworth, OH 44281

On Thu, Jun 5, 2025 at 4:18 PM Claire Gelb <claire.gelb@parentsquare.com> wrote:

Hi Dr. Hill,

Our legal team has reviewed the Student Data Privacy Agreement. We can agree to it, but still need our Privacy Policy to apply as well; in the event of a conflict, we can have your Student Data Privacy Agreement control. The team also reviewed the markup to our School Agreement. We can agree to nearly all of the revisions, but we will need the flexibility to change the Privacy Policy and Terms of Use if changes are required by law. Finally, attached are PDFs of both our Privacy Policy and Terms of Use. We can create revisions to our order form to reflect all of your changes to the School Agreement, and our suggested revisions are shown in the attached document.

Thank you!

Best,

Claire Gelb

On Thu, Jun 5, 2025 at 5:32 AM Hill, Andrew <ahill@wadsworthschools.org> wrote:

Great, thank you.

Andrew J. Hill, Ed.D.
Superintendent
Wadsworth City School District
330-335-1300 (phone)
625 Broad St.
Wadsworth, OH 44281

On Wed, Jun 4, 2025 at 6:43 PM Claire Gelb <claire.gelb@parentsquare.com> wrote:

Hi Dr. Hill,

Thank you so much for providing all of this. I passed this along to our Legal team this morning. I will follow up with you as soon as I hear back!

Have a great evening!

Best,

Claire Gelb

On Wed, Jun 4, 2025 at 7:40 AM Hill, Andrew <ahill@wadsworthschools.org> wrote:

Good morning. I was able to review the School Agreement document and I have attached a marked-up version for consideration. In addition, we propose using our Student Data Privacy Agreement for Technology Providers in lieu of your Privacy Policy. I have attached the said document, which complies with recent changes in Ohio Revised Code. Finally, the School Agreement references your "Terms of Use." Can you send me a PDF of the Terms for review? Thank you in advance for working with us through this process.

Andy Hill

Andrew J. Hill, Ed.D.
Superintendent

ParentSquare

ParentSquare Terms of Use

Last Updated: February 10, 2025

IMPORTANT: These ParentSquare Terms of Use (these "Terms of Use") constitute a binding agreement between you and ParentSquare, Inc. ("ParentSquare"). Please read these Terms of Use carefully before using ParentSquare's services. By accessing or using any or all ParentSquare's subscription services, including ParentSquare Engage, Smart Sites, Remind Hub and Remind Chat (collectively, the "Subscription Services") in any manner, you agree to accept, without limitation or qualification, all of these Terms of Use. These Terms of Use supersede all prior versions of the ParentSquare Terms of Use and Remind Terms of Service.

If you are under the age of 18, you must read these Terms of Use with a parent or adult guardian.

If you do not agree to these Terms of Use, or want to stop receiving ParentSquare notifications, please contact your school, school district or other organization (your "District") directly or contact us at support@parentsquare.com.

Overview

ParentSquare is a provider of digital family and community engagement solutions for K-12 institutions. School districts rely on ParentSquare's software platform for mass notifications, classroom communications, school websites, translation in 130+ languages, and other everyday parent interactions.

Modification of Terms of Use

These Terms of Use may be modified as the Subscription Services are updated. ParentSquare reserves the right at any time to change any of these Terms of Use contained herein or any of the Subscription Services. If these Terms of Use do change, ParentSquare will alert you by posting a notice on our website and sending your District an email detailing the changes. In certain situations (for example, where a change to these Terms of Use is necessary to comply with legal requirements or when the change is due to an inaccuracy or typographical error), ParentSquare may not be able to give you a notice.

We need to pre-approve changes in the middle of a contract year.

Disclosure

ParentSquare reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request. Questions or comments regarding the Subscription Services and the information contained in the Subscription Services should be directed to support@parentsquare.com. Any communication or material transmitted to ParentSquare via the ParentSquare website, app or email is transmitted on a non-confidential basis.

Privacy

Please read ParentSquare's Privacy Policy to understand how ParentSquare collects, uses, shares and protects your information.

Modification of Services

The Subscription Services may include inaccuracies or typographical errors. Changes or corrections are periodically provided by ParentSquare. By using the Subscription Services, you agree in advance to accept any such changes.

Additional Terms

These Terms of Use apply to all users of the Subscription Services, but there are special terms for you depending on what type of user you are.

If you are younger than 18, you must get your parent or guardian to read and agree to these Terms of Use with you.

If you are a parent, staff member or student, you will only join your school, classes and/or groups to which you have been added, or to which you belong, or those that are made available to everyone at your District to join (collectively, "Groups").

If you are a parent or student, you will only view posts for your District, school, grades, classes and Groups. You may be allowed to post to the classes or Groups based upon your District's discretion.

If you interact with the post, for instance, appreciate, publicly comment, sign up or RSVP, other users who have access to the post will be able to see you did so.

If you are a staff member, you can view posts for your District, all grades, classes and Groups.

If you are a designated ParentSquare administrator ("Admin") at your District, you can view posts for the District, all grades, classes and Groups.

If you are a school Principal or District Admin, you can view direct messages at your District.

If you are a designated District Admin or a teacher at your District, you can invite users to join ParentSquare. It is your responsibility to maintain the accuracy of the contact information for these users and that you have permission from these users to invite them. You may not invite users that are not associated with your District or not interested in your District as a member of your community.

You may be required to register with ParentSquare by creating a password, to access your District in ParentSquare either via the website or the app. ParentSquare reserves the right to refuse registration of or to cancel a ParentSquare account in its sole discretion. You will be responsible for maintaining the confidentiality of your account and password.

Consent to Receive Periodic Notifications

ParentSquare may send you communications on behalf of your District via email, text, voice call, and/or push notifications. If you do not wish to receive any notifications for District-related activities or other communications on behalf of your District, please contact your District directly.

ParentSquare is not held responsible for any SMS notifications and charges you may receive in regard to your cell provider plan. You may permanently opt out of receiving SMS text messages in order to avoid certain charges by adjusting your notification settings from your accounts page. To

request help in adjusting your notification settings, please contact support@parentsquare.com. Note that you may still receive alerts via SMS, for example those regarding school closure, threats, etc. To opt out of District alerts, please contact your District directly.

Apart from communications on behalf of your District, ParentSquare may contact you with service-related announcements from time to time. By agreeing to these Terms of Use, you agree to receive and give permission to ParentSquare to send these announcements to you.

Use of ParentSquare Services

The Subscription Services may contain news feed, chat areas, groups, forums, communities, personal information, calendars, and/or other message or communication facilities designed to enable you to collaborate with staff members or other users in your District (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Copy, reproduce, or otherwise share any text, photos, videos, images, contacts or any other information on a public or password-protected ParentSquare page, without prior express written consent of the owner and in any way that violates anybody's rights.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless your district or school specifically allows such messages.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying any Communication Service.
- Violate any code of conduct or other guidelines that may be applicable for any particular Communication Service.

- Harvest or otherwise collect information about others, including email addresses, without their consent.
- Violate any applicable laws or regulations.

ParentSquare has no obligation to monitor the Communication Services. However, ParentSquare reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. ParentSquare reserves the right to terminate your access to any or all of the Communication Services ~~at any time without notice for any reason whatsoever.~~ for misuse of the service. MB 6/11/2025

ParentSquare specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. District representatives such as a principal or teachers are not authorized ParentSquare spokespersons, and their views do not necessarily reflect those of ParentSquare.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

In addition, your use of the Subscription Services must comply with any acceptable use policy ? published by ParentSquare from time to time.

Materials Provided to ParentSquare or Posted at Any ParentSquare Website

ParentSquare does not claim ownership of the materials you provide to ParentSquare (including feedback and suggestions) or post, upload, input or submit to any of the Subscription Services (collectively, "Submissions"). You retain ownership of all of your Submissions. In order to provide you with the Subscription Services, ParentSquare needs to use your Submission in certain ways including display and send your Submissions to other users at your district or school. You hereby grant ParentSquare a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable and transferable (only to a successor) right and license to use your Submissions and to publish your name in connection with your Submissions within your district or school for purposes related to providing the Subscription Services.

Because your Submissions may be viewed or accessed by other ParentSquare users at your district or school, you grant other ParentSquare users a non-exclusive, worldwide, royalty -free, perpetual, irrevocable, sublicensable right and license to access, view, edit, and use your Submissions as may be permitted through the functionality of the Subscription Services (for example, when you send a message through a Communication Service, the recipients of your message will be able to save, copy, edit and store that message).

ParentSquare is under no obligation to post or use any Submission you may provide and may remove any Submission at any time for any reason (including, but not limited to, if ParentSquare receives claims or allegations from individuals, companies or authorities relating to that Submission or if ParentSquare is concerned that you may not have adhered to the foregoing restrictions) ~~for no reason at all in ParentSquare's sole discretion.~~ 6/11/2025 MB

By posting, uploading, inputting, providing or submitting your Submission, you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to post the Submissions.

All information publicly posted or privately transmitted through the Subscription Services is the sole responsibility of the person from which such content originated, and ParentSquare will not be liable for any errors or omissions in any such content. ParentSquare cannot guarantee the identity of any other users you may interact with in the course of using the Subscription Services. Additionally, ParentSquare cannot guarantee the authenticity of any information which other users may provide about themselves. You acknowledge that all content accessed by you while using the Subscription Services is at your own risk and you will be solely responsible for any resulting damage or loss.

In the event that you are a teacher, coach or other district or school employee who is an account holder of Remind Chat, and your district or school subsequently purchases a Subscription, the ownership of your Submissions will automatically and irrevocably be transferred to your district or school.

Links

ParentSquare does not review or monitor any website linked to or from the ParentSquare website or the website of your District, and is not responsible for the content of any such linked website. Your linking to such a website is at your own risk.

Electronic Signatures

ParentSquare provides functionality that allows users to provide electronic signatures as an intended substitute for a physical signature (each, an "Electronic Signature"). By using the Electronic Signature function, you agree to transaction business electronically in place of using paper documents and wet-ink signatures. You are responsible for ensuring that your contact information is current. You understand that by using an Electronic Signature, you are expressing your acceptance of the terms of use contained within the post you are providing the signature for. You should read any such posts carefully before applying your Electronic Signature. You agree that you are solely responsible for any such posts to which you apply your Electronic Signature and for any consequences and legal obligations arising therefrom.

While ParentSquare may provide options for supporting identity verification, ParentSquare does not have the capability to verify the identity or the authority of a signatory; you are solely responsible for verifying the identity of each signatory. ParentSquare does not certify the validity, completeness, or enforceability of any post that requires an Electronic Signature.

No Unlawful or Prohibited Use

As a condition of your use of the Subscription Services, you warrant to ParentSquare that you will not use the Subscription Services for any purpose that is unlawful or prohibited by these terms of use. You may not use the Subscription Services in any manner which could damage, disable, overburden, or impair our services or systems, or interfere with any other party's use and enjoyment of the Subscription Services.

ParentSquare reserves the right to investigate your use of the Subscription Services in order to determine whether or not a violation of the above conditions have occurred or in order to comply with any applicable law, regulation, legal process or governmental request. In the case that a violation has occurred, ParentSquare may revoke your ability to use the Subscription Services or terminate your account in order to maintain the confidentiality, safety and quality of the Subscription Services.

Availability

The Subscription Services are available worldwide to anyone with Internet access. However, the Subscription Services may not be continuously available due to maintenance or repairs to computer problems or crashes, disruption in Internet service, failure of SMS services, or other unforeseen circumstances, and ParentSquare disclaims any liability for non-availability.

Exclusion of Damages

In no event will ParentSquare be liable under these Terms of Use for any special, incidental, consequential, exemplary or punitive damages of any kind arising out of or in any way connected with the use of the Subscription Services or anything provided in connection with these Terms of Use, the delay or inability to use the Subscription Services or anything otherwise arising from these Terms of Use.

Warranty Disclaimer

Your use of the Subscription Services and the ParentSquare website is at your own risk. The ParentSquare website contains information, facts, and opinions from various individuals and organizations. Neither ParentSquare nor your District using it, ParentSquare's affiliates, agents and representatives endorse or are responsible for the accuracy or reliability of any opinion, advice, or statement on the ParentSquare website. All information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. ParentSquare and/or your District hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

Deactivating your ParentSquare Account

You can deactivate your account at any time by writing to your District Admin or by writing to ParentSquare at unsubscribe@parentsquare.com. Since the data in ParentSquare comes from your District, ParentSquare will need to contact your District where your email or phone belongs to remove your account from their database.

ParentSquare reserves the right to terminate (or suspend) your access to the Subscription Services, ~~for any reason, including your~~ for breach of these Terms of Use. ParentSquare has the sole right to decide whether you are in violation of any of the restrictions set forth in these Terms of Use.

6/11/2025

Change Log

Last Updated: February 10, 2025

- Revised definition of Subscription Services to incorporate subscription services marketed under the trade name Remind or Remind101
- Added reference to acceptable use policy, if and when published
- Added exclusion of damages paragraph
- Added ownership terms to cover transition from Remind Chat to paid Subscriptions

August 19, 2022

- Removed legal language on Liability and Indemnification, as these are included in the contract signed with the School.
- Updated Deactivating your ParentSquare Account section to remove reference to alumni database and clarify that deactivation responsibility lies with the School.

ParentSquare™

ParentSquare Privacy Policy

Last Updated: February 10, 2025

Overview

ParentSquare is a provider of digital family and community engagement solutions for K-12 institutions. School districts and other users rely on ParentSquare's subscription services, including ParentSquare Engage, Smart Sites, Remind Hub and Remind Chat (collectively, the "Subscription Services").

Commitment to Your Privacy

ParentSquare understands that privacy is extremely important to users of the Subscription Services, the district, school or organization that registers for the Subscription Services (your "District"), and the students, their parents and other users whose information ParentSquare may access on behalf of your District.

ParentSquare's goal is to be transparent in our practices regarding collection and data usage. This Privacy Policy covers all products and services delivered by ParentSquare.

Data Covered and Written Agreements

In this Privacy Policy, "Personal Data" means any information about an identifiable individual or information that can be used to identify an individual, and includes "personal data" as that term is defined under the General Data Protection Regulation (Regulation (EU) 2016/679) (the "GDPR"). This Privacy Policy explains how ParentSquare collects, processes, uses and discloses information from you and other users who access or use the Subscription Services, including our treatment of Personal Data. This includes Personal Data (i) provided to ParentSquare as a service provider by your District pursuant to the ParentSquare School Agreement and/or a separate written agreement between ParentSquare and your District (in either case, the "Agreement"); (ii) collected by ParentSquare as a service provider at the direction of your District; or (iii) provided by an individual account user. This Privacy Policy along with the Agreement and applicable laws govern ParentSquare's handling of Personal Data gathered in its capacity as a service provider.

If this Privacy Policy expressly contradicts the Agreement as to the data privacy and security, the Agreement will govern to the extent of the contradiction.

This Privacy Policy does not apply to websites, services or practices of companies that ParentSquare does not own or control, even if they help ParentSquare operate the Subscription Services. Third party providers who help ParentSquare operate the Subscription Services must adhere to privacy and security obligations in a manner consistent with and at least as protective of Personal Data as are ParentSquare's policies and practices.

Please make sure that you read the ParentSquare Terms of Use to understand additional terms and conditions that apply to the use of the Subscription Services and website.

Information ParentSquare Collects

ParentSquare collects three types of information: Personal Data that your District knowingly chooses to disclose that is collected on an individual basis; information you or your parent or legal guardian may knowingly enter on the Subscription Services; and website usage information collected on an aggregate basis as you and others browse our website.

Information Your District May Provide to ParentSquare

ParentSquare may collect information (including Personal Data) when your District requests integration to receive the Subscription Services. ParentSquare collects that information at the direction of your District, from your District's Student Information/Management System ("SIS/SMS"), or other District systems such as payroll systems, nutrition systems, fee systems or similar systems through a District-requested integration. Information collected from District-provided data may include but is not limited to: name, ID number, title, phone number, email address, home/mailing address, group memberships, extracurricular activities, enrolled courses, classes, section, grade level, bus route, preferred communication language, emergency contact information, family relationships, school memberships and district memberships.

Information You Provide to ParentSquare

ParentSquare receives and stores any information you knowingly enter on the Subscription Services, including information you may be able to upload, import, or sync to the Subscription Services from your mobile device (for example, contact information from your address book).

This information may include but is not limited to Personal Data such as your name, phone numbers, email addresses, photographs and, in certain circumstances, your school and/or district, class, group, grades and report card, attachments that may contain your voice and image, club, team or organization affiliation. This information may be used to validate your account or to provide you with notifications via the Subscription Services from a teacher, school and/or district, class, group, club, team or affiliated organization, or any other information necessary for ParentSquare to provide the Subscription Services.

For certain Services, you may also choose to provide ParentSquare with additional information about yourself in your user profile, such as your profession, talent, interests and abilities. All information you provide voluntarily may be made accessible to users in your District.

You may choose not to provide ParentSquare with certain information, but then you may not be able to take advantage of many of the features of the Subscription Services.

Information ParentSquare Collects From You

ParentSquare receives and stores certain types of information whenever you use the Subscription Services. For example:

a. Website Activity Information: ParentSquare monitors some of the actions you perform on the Subscription Services. For example, if you make a comment on a post, ParentSquare both logs the fact that you added a comment as well as stores the actual comment itself.

b. Notification Activity Information: ParentSquare monitors email delivery, text delivery, app downloads, and engagement through clicks in order to understand your interaction with the Subscription Services and improve your experience with ParentSquare. ParentSquare may include clear gifs in the HTML-based emails ParentSquare sends to your District in order to track which emails are being opened and which links are being clicked on by recipients.

c. Access Device and Browser Information: When you access the Subscription Services from a computer, mobile phone or other device, ParentSquare collects information from that device such as your browser type, operating system, unique device identifier, Internet Protocol (IP) address, the date and time of visits, and the time spent at ParentSquare's websites.

d. Cookie Information: ParentSquare may send one or more cookies to be stored on your computer, mobile phone or other device in order to personalize your experience with ParentSquare and make the Subscription Services easier to use. A cookie is a small text file containing a string of alphanumeric characters that allows ParentSquare to uniquely identify your browser and allows you to log in automatically whenever you return to ParentSquare. ParentSquare also uses cookies to identify and maintain your logged in status as well as enhance your navigation through the website. You can remove or block cookies using the technical settings of your browser though you may not be able to do so on certain browsers or mobile devices. Note that disabling cookies may impact your ability to use the Subscription Services fully, so ParentSquare recommends that you leave them enabled for the quality of your experience.

How is Children's Personal Data Treated?

ParentSquare complies fully with the Children's Online Privacy Protection Act ("COPPA").

Due to ParentSquare's commitment to protect the privacy of children, ParentSquare also participates in the iKeepSafe Safe Harbor Program. ParentSquare has been awarded the iKeepSafe COPPA Safe Harbor Seal signifying ParentSquare's website and apps have been reviewed and approved for having policies and practices surrounding the collection, use, maintenance and disclosure of Personal Data from children consistent with the iKeepSafe COPPA Safe Harbor Program guidelines. iKeepSafe's mission, as an independent certification organization, is to give parents, educators, and policymakers the information and tools which empower them to teach children the safe and healthy use of technology and the internet. The iKeepSafe program only covers information collected through the Subscription Services. If you are not satisfied with ParentSquare's response, you can contact the iKeepSafe Safe Harbor Program's dedicated consumer complaint department at: coppaprivacy@ikeepsafe.org or see ikeepsafe.org/about-us/contact-us/.

Pursuant to COPPA, ParentSquare typically relies on your District's consent on behalf of parents in order to allow those under 13 years of age to use the Subscription Services.

For users of Remind Chat, pursuant to COPPA, ParentSquare may collect an under-13 user's name (first and last name), date of birth, email address and/or telephone number in order to operate and provide the Subscription Services, and ParentSquare may collect the under-13 user's parent's (or legal guardian's) email address in order to provide notice to the child's parent or guardian that ParentSquare may contact the under-13 user for the purpose of allowing access to and use of the Subscription Services.

If ParentSquare does not receive the parent's email address within a reasonable time period, the under-13 Remind Chat user will not be able to send or receive any messages and their Personal Data will be deleted. If an under-13 user's Remind Chat account has not sent or received a message through the Subscription Services for at least twelve months, ParentSquare's policy is to delete the Personal Data.

In order for an under-13 user to gain access to additional ParentSquare features or products, ParentSquare may employ one or more methods approved by the Federal Trade Commission for verifying parental consent.

If ParentSquare learns that it had collected Personal Data from a child under age 13 other than pursuant to the above, or if ParentSquare learns that a child under 13 has provided it Personal Data beyond what was requested from them, ParentSquare will delete that information as quickly as possible after it has been notified internally or by impacted customers.

If you have questions about modifying or deleting Personal Data of a student on ParentSquare or Remind Hub, please contact your District directly.

How ParentSquare Uses Information

Your privacy and your child's privacy is extremely important to ParentSquare. ParentSquare uses the Personal Data it receives about you to provide you with the Subscription Services and also for purposes such as:

To Manage the Service

ParentSquare uses the information it collects to provide the Subscription Services and features to you and provide you with customer support. In addition, ParentSquare uses the information it collects to analyze how you use the Subscription Services and features so that it can measure and improve the Subscription Services and features.

To Contact You

ParentSquare may contact you with Subscription Services-related announcements from time to time. This includes contacting you for any school or district related activities. ParentSquare may include content you see on the Subscription Services in the emails it sends to you. ParentSquare may also contact you in order to notify you about important changes to the Subscription Services.

To Provide Relevant Information To Your District

ParentSquare uses the information it collects to report usage levels to your District. This allows your District to monitor how successful their communications are so that they can improve their use of the Subscription Services.

And most importantly, authenticating your identity, protecting our users, and working toward making sure the Subscription Services are safer and more secure.

Email and Text Message Communications

If ParentSquare has your email address or phone number, it may send you administrative messages (such as updates, notifications, newsletters and other news) relating to the Subscription Services or to respond to communications from you. ParentSquare may also send you urgent messages when it is directed to do so by a teacher, school, district or government agency.

By maintaining a ParentSquare account and/or not opting out of receiving information from ParentSquare, you acknowledge and agree that you may receive e-mail or SMS text messages on your phone or mobile device from other ParentSquare users, from ParentSquare and/or its third-party service providers and other individuals or companies if you choose to use applicable services or products that they offer. Receiving these messages may cause you to incur usage charges or other fees or costs in accordance with your wireless or data service plan. Any and all such charges, fees or costs are your sole responsibility. You should consult with your wireless carrier to determine what rates, charges, fees or costs may apply. ParentSquare may receive a confirmation when you open an email from us if your computer supports this type of program. Communications of this type are also sent to under-13 users and the parental consent to use this service also covers these messages. If you no longer wish to receive administrative email messages from ParentSquare, you may opt-out by following the unsubscribe link located at the bottom of each message or by contacting us at privacy@parentsquare.com.

To permanently cease receiving SMS text messages, please text @STOP in reply to any SMS message from that class, group or school.

If you are located in Canada, you may opt out of receiving marketing messages (including text messages and emails); however, you may still receive text message and email communications that are necessary for the Subscription Services or otherwise exempt from anti-spam laws.

Mobile Application

When users use ParentSquare's mobile applications, it automatically collects the IP address, device ID, device type, and what operating system (OS) the user is running.

ParentSquare collects users' IP addresses whenever they use ParentSquare's mobile applications, which provides it with a coarse approximation of the user's location at the city level in order for ParentSquare to, for example:

- provide organizers with a geo-specific long-code (i.e., generic phone number with a local area code),

- support features such as school selection, and
- enable other internal measurement and Subscription Services features.

ParentSquare also may, with your express consent, request more specific location information in order to provide you with more relevant information (such as nearby classes or relevant groups that you may subscribe to). ParentSquare will not store or track your device location on an ongoing basis or without your permission. ParentSquare may also collect location-based information from users as part of providing the Subscription Services, or in order to comply with applicable laws and regulations for the user's jurisdiction.

If the under-13 user has signed up for the Subscription Services through SMS and then downloaded Remind Chat's mobile application, ParentSquare will have and may use the under-13 user's phone number:

- to merge the under-13 user's accounts,
- to continue SMS delivery services, and/or
- as a back-up method of notification.

Push Notifications

ParentSquare sends notices to you for various reasons directly relating to your use of the Subscription Services or at the request of your District, for example when an organizer of your class or group has posted something new to your class or group, you are sent a message, or when ParentSquare needs to inform you of something. If you no longer wish to receive such communications, you may turn them off at the device level for applicable services or contact your District. If you are a parent of an under-13 Remind Chat user, you always have the choice to no longer allow your child to receive such communications by contacting ParentSquare at privacy@parentsquare.com.

How ParentSquare Shares Information

ParentSquare uses the data received from your District for the sole purpose of delivering products and services to your District. ParentSquare does not rent, trade, sell or otherwise distribute your information to any third parties, and will only disclose information when allowed by the Family Educational Rights and Privacy Act ("FERPA") and required: a) by applicable laws or government orders, such as a law enforcement or court order; b) to maintain and operate the Subscription Services; c) to enforce or apply the ParentSquare Terms of Use and other agreements; d) to protect the rights, property or safety of ParentSquare, its employees, its users or others; or e) when authorized by your District.

How Does ParentSquare Work with Third Party Service Providers?

ParentSquare works with a number of third party service providers and contractors to maintain and operate the Subscription Services. For example, but not limited to, ParentSquare uses third party service providers:

- For secure credit card transaction processing for supporting payments in ParentSquare.
- To provide customer support communication to users.
- To analyze use of the ParentSquare website and app.
- For the ParentSquare blog and to facilitate social sharing on its blog.
- To send emails, texts, phone calls, and push notifications.
- For hosting the Subscription Services and databases.
- To provide additional services to your District such as mailing services, background checks for volunteers, lesson plans, newsletters and other optional features.
- To provide solutions for logging into the Subscription Services using Google, Clever, SIS/SMS or a district-managed single sign-on ("SSO") integration.

Before ParentSquare engages with a third party where ParentSquare may share Personal Data, it ensures that their privacy policy is at least as protective of your Personal Data as is ParentSquare's.

ParentSquare will not provide any Personal Data to any person, party or organization ineligible to receive student records or student record data and information protected by FERPA, federal regulation, state law or regulation, or who is otherwise prohibited from receiving District data.

ParentSquare also may provide to its third-party partners aggregated information derived from automatically collected information about how users, collectively, use the Subscription Services. ParentSquare may share this type of non-personally identifiable, aggregated statistical data so that its partners also understand how often people use their services as well as ParentSquare's.

A list of the third-party partners' services ParentSquare currently uses, the data that is shared, as well as links to their privacy policies, can be found here.

No Advertising

ParentSquare does not use student or user records or data collected for purposes of targeted advertising, and no student profile is built by ParentSquare for reasons other than for the District's purposes.

ParentSquare provides links to external websites for purposes which are intended solely to support your District's day-to-day operations.

Your District or its users may post links within ParentSquare to external websites for which ParentSquare has no control. Before interacting with those third-party websites and their owners' services or features, ParentSquare recommends you familiarize yourself with their owners' privacy policies and practices as ParentSquare cannot control the data practices of these third parties.

Corporate Restructuring

In the case of a corporate event such as a sale of assets, an acquisition, or a merger of ParentSquare with another organization, ParentSquare may transfer your Personal Data. However, ParentSquare will provide you with notice and an opportunity to opt-out of the transfer of Personal Data.

With Your Consent

You will be notified when your Personal Data may be shared with agents or companies other than ParentSquare, and you will be given the option to prevent the sharing of this information unless ParentSquare determines that not disclosing this to you prior to your information being shared is necessary to comply with applicable laws or legal processes or ParentSquare is prohibited by law or legal processes from informing you in advance.

What Can Other ParentSquare Users See

You are responsible for any content you provide in connection with the Subscription Services. ParentSquare cannot control the actions of anyone with whom you or any other ParentSquare users may choose to share information. Therefore, ParentSquare cannot and does not guarantee that content you or any user posts on the Subscription Services will not be viewed by unauthorized persons. Although ParentSquare may allow its users to set privacy options that limit access to certain parts of the Subscription Services, please be aware that no security measures are perfect or impenetrable and that ParentSquare is not responsible for circumvention of any security measures contained on the Subscription Services. ParentSquare does not encourage you to make any Personal Data public other than what is necessary for you to use the Subscription Services. You understand and acknowledge that, even after removal, copies of content may remain viewable in cached pages, archives and storage backups or if other users have received, copied or stored your content. ParentSquare will make efforts to remove the content under our control that is not part of another user's account.

Notwithstanding the foregoing, your District may choose to share some ParentSquare posts and associated pictures on social websites, such as but not necessarily limited to Facebook, Reddit, TikTok, YouTube, X, etc. If done via an integration, ParentSquare will require your District to confirm that it has prior permission before doing so. Sharing posts and pictures on social websites will make the posts and pictures viewable by users outside of ParentSquare, and ParentSquare's Privacy Policy will no longer apply to those posts and pictures.

Your District's administrators may have access to user accounts via methods such as, but not limited to, SSO options, integrations with their SIS/SMS, or ParentSquare product enhancements. These options allow verified administrators or employees to access and utilize the accounts of members of their school or district communities. Administrators may do this to remediate account issues, or to implement quality or safety controls. If your District chooses to use those login features, ParentSquare requires administration to give notice to all users in your District in advance, collect evidence of their consent, and have in place an acceptable use policy for technologies used within your District.

Your contact information, i.e., your email, phone and home/mailing address, may be made available to other registered parents at your district or school as part of an online school directory according to your District's discretion.

How ParentSquare Protects Information

ParentSquare complies with, or works with your District to jointly ensure compliance with, FERPA and all other applicable confidentiality and privacy laws and rules, and requires its employees, consultants, and subcontractors to similarly comply. Each ParentSquare user plays an important role in securing their account.

Security

ParentSquare takes great measures in keeping your Personal Data safe and secure. ParentSquare encrypts Personal Data during transfer and at rest. ParentSquare stores and protects your account information on a secured server behind a firewall. ParentSquare utilizes encryption/security software to safeguard the confidentiality of Personal Data it collects.

Data Breach Policy

If ParentSquare becomes aware of a data breach of its users' Personal Data, ParentSquare will comply with applicable law, the Agreement, and notify your District as well as the affected users if asked to do so by your District or as required by applicable laws.

In the event of a data breach, as that term is defined in law or by the Agreement, the goal is to provide notice to your District within 72 hours (or sooner if required by law or the Agreement) after ParentSquare has confirmed the data breach.

If there are actions required on the part of your District related to the breach, ParentSquare will provide detailed instructions and assist in remediation.

Choices About Your Information

Managing Your Account

You may review, update and correct the information in your account by logging into ParentSquare or, in many cases, from your SIS/SMS portal. Your District may not allow you to update your account information directly in ParentSquare. In such an event, an alternate District contact or instructions will be provided for you to update your ParentSquare contact information or you may be able to update in the SIS/SMS portal. You are able to adjust your notification settings within ParentSquare so that you receive instant or digest notifications for app notifications, emails and texts, or you may opt out of ParentSquare communications and receive no notifications at all. If you choose not to receive notifications from ParentSquare this will not stop you from receiving urgent notifications, for example those regarding school closure, threats, etc.

Deleting Your Account

If you or your child graduates from your District or leaves your District and you are no longer associated with your District, your District may delete your account, i.e., you will no longer be able to access your information on ParentSquare and no other ParentSquare user will be able to access your Personal Data either, including your District, unless for legal reasons. ParentSquare will retain and use your information as necessary in order to comply with its legal obligations, resolve disputes, prevent abuse and enforce its agreements. In case of accidental deletion, ParentSquare will be able to restore the account on request if a request is made within thirty (30) days of deletion.

If you are a member of ParentSquare school or district and cease to agree with the ParentSquare Terms of Use and Privacy Policy at some point in the future or if you no longer desire the Subscription Services, please contact your District directly to delete your account.

Remind Chat users may request deletion of your Remind account by accessing your account online or contacting us at privacy@parentsquare.com.

Note, if you are a member of a ParentSquare school or district and you request to delete your account, ParentSquare may notify the organization and the organizer(s) of the classes and/or groups you are affiliated with of your deletion request.

Please note that certain information may remain in ParentSquare's records, server logs and archives after deletion of your account. ParentSquare retains this information for purposes such as diagnosing problems with the Subscription Services, to comply with various states' open records laws or similar contractual commitments to a District, and for auditing legal investigations. ParentSquare reserves the right to delete this information in accordance with its standard business practices in effect from time to time. Information and other content you have provided, however, may remain visible elsewhere to the extent such content was copied or stored by other users.

If your or your child's Personal Data changes, you no longer desire to use the Subscription Services, or you would like to rescind permission for ParentSquare's Remind Chat services to further contact your child, you may review, correct, update, delete inaccuracies, request deletion of your child's information, or amend it by logging into your account and making those changes or contacting us at privacy@parentsquare.com.

If you are a Remind Hub or ParentSquare user, ParentSquare will get in touch with your District to honor your request and respond within a reasonable time not exceeding thirty (30) days. ParentSquare will retain your information for as long as your account is active or as needed to provide services to you and your District.

HIPAA

ParentSquare is not a healthcare organization and is not certified as compliant with the Health Information Portability and Accountability Act ("HIPAA").

European Union Residents

ParentSquare's computer systems are currently based in the United States, so your Personal Data entered in the Subscription Services or related to your use of the Subscription Services will be stored in the United States. By using the Subscription Services you: (a) agree to and accept the terms stated in this Privacy Policy, and, (b) expressly consent to the processing of your Personal Data on equipment and by service providers outside the European Economic Area. If you reside in the European Union and ParentSquare does not seek your explicit consent to process your Personal Data, ParentSquare is relying on the legitimate commercial interest of ParentSquare in providing the Subscription Services to you and other customers and the need to process your Personal Data as previously described in order to accomplish that legitimate interest. You also have the right to withdraw consent and request that ParentSquare halts processing of your Personal Data at any time. This withdrawal of consent does not invalidate the consent-based processing that occurred prior to withdrawal. As an EU resident, you also have the following rights under the General Data Protection Regulation:

- Right to access your Personal Data
- Right to rectification of Personal Data held where it is incorrect or incomplete
- Right to erasure of Personal Data ("right to be forgotten") if certain grounds are met
- Right to restrict/suspend processing of Personal Data
- Right to complain to a supervisory authority
- Right to object to processing
- Right to object to processing of Personal Data for direct marketing purposes
- Right to receive your Personal Data in a standard electronic format (data portability)

Remind Chat complies with all applicable laws regarding your privacy. Individuals from the European Union ("EU"), European Economic Area ("EEA") or United Kingdom ("UK") may only use the Subscription Services after providing your freely given, informed consent for ParentSquare to collect, transfer, store, and share your Personal Data, as that term is defined in the EU's General Data Protection Regulation. EU, EEA or UK residents may grant that consent directly to ParentSquare.

You may withdraw this consent or exercise any of the foregoing rights applicable to you by contacting the Privacy Officer at the address below or notifying us at privacy@parentsquare.com.

How may I exercise my privacy rights as a resident of the EU, EEA, Switzerland or the UK who uses Remind Chat?

Remind Chat complies with the EU GDPR and the UK Information Protection Act 2018 and makes it easy for EU, EEA, Swiss or UK residents to exercise their rights described in that regulation. The purposes for which ParentSquare collects your Personal Data, the categories and specific types of Personal Data ParentSquare collects, and ParentSquare's practices and policies regarding your Personal Data are described in this Privacy Policy. As discussed throughout this Privacy Policy, ParentSquare makes it easy for you to access, correct, delete or demand deletion of your Personal Data. You may object to our processing of your Personal Data by emailing us, although if you prohibit our processing, it may make some of the Subscription Services either impossible to offer or less useful. Any of those requests should be sent to privacy@parentsquare.com. Should you ever wish to leave Remind Chat and take an electronic copy of the Personal Data and information ParentSquare has collected about you, you may make that request at privacy@parentsquare.com. In addition to contacting our Privacy Officer (who also serves as our Data Protection Officer) or the Better Business Bureau, EU individuals may contact the Data Protection Authority of Ireland by email at info@dataprotection.ie, and UK individuals may contact the Information Commissioners Office by live chat at https://ico.org.uk/global/contact-us/ to raise concerns about our implementation of GDPR, the UK Information Protection Act 2018, or our facilitation of the exercising of your privacy rights.

How does Remind Chat protect my privacy rights as a European Union, European Economic Area, Swiss or United Kingdom Individual?

Remind Chat complies with the EU-U.S. Data Privacy Framework program (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework program (Swiss-U.S. DPF) as set forth by the U.S. Department of Commerce. Remind Hub and Remind Chat has certified to the U.S. Department of Commerce that it adheres to the EU-U.S. Data Privacy Framework Principles (EU-U.S. DPF Principles) with regard to the processing of Personal Data received from the European Union in reliance on the EU-U.S. DPF and from the United Kingdom (and Gibraltar) in reliance on the UK Extension to the EU-U.S. DPF. Remind has certified to the U.S. Department of Commerce that it adheres to the Swiss-U.S. Data Privacy Framework program Principles (Swiss-U.S. DPF Principles) with regard to the processing of personal data received from Switzerland in reliance on the Swiss-U.S. DPF. If there is any conflict between the terms in this Privacy Policy and the EU-U.S. DPF Principles and/or the Swiss-U.S. DPF Principles, the Principles shall govern. To learn more about the Data Privacy Framework (DPF) program, and to view the ParentSquare certification, please visit https://www.dataprivacyframework.gov/.

In compliance with the EU-US Data Privacy Framework Principles, ParentSquare commits to resolve complaints about your privacy and its collection or use of your Personal Data transferred to the United States pursuant to the DPF Principles. European Union, Swiss and United Kingdom individuals with DPF inquiries or complaints should first contact us.

ParentSquare has further committed to refer unresolved privacy complaints under the DPF Principles to an independent dispute resolution mechanism, Data Privacy Framework Services, operated by BBB National Programs. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit https://bbbprograms.org/programs/all-programs/dpf-consumers/ProcessForConsumers for more information and to file a complaint. This service is provided free of charge to you.

If your DPF complaint cannot be resolved through the above channels, under certain conditions, you may invoke binding arbitration for some residual claims not resolved by other redress mechanisms. See https://www.dataprivacyframework.gov/s/article/G-Arbitration-Procedures-dpf?tabset-35584=2

Changes to Privacy Policy

ParentSquare reserves the right to change, modify, add or remove portions of this Privacy Policy. ParentSquare will notify District administrators in writing or via email of material changes to this Privacy Policy, including practices around new or additional data collection, or practices that may lessen the previously noted protections around student data privacy.

If you have any questions or would like further clarification about ParentSquare or this Privacy Notice, please e-mail ParentSquare at privacy@parentsquare.com.

How to Contact ParentSquare

If you have questions or concerns pertaining to your information, your registration, your account, or unsubscribing from Remind Hub or ParentSquare, please contact your District directly. Otherwise, if you have questions about this Privacy Policy or ParentSquare, you may contact ParentSquare at privacy@parentsquare.com.

You can also direct inquiries via phone at 888-496-3168 or in writing to:

ParentSquare Privacy Officer
ParentSquare, Inc.
6144 Calle Real, #200A, Goleta, CA 93117

Change Log

Last Updated: February 10, 2025

- Combined principles of ParentSquare and former Remind101 privacy policies, keeping more robust portions of each

August 19, 2022

- Addition of "Data Covered and Written Agreements" paragraph
- Change title from "No Disclosure to Third Parties" to "Sharing and Disclosure of Information"

March 4, 2022

- Under "Access Device and Browser Information" we have updated the device and browser information we collect as part of a security enhancement regarding session management
- Updated our list of third-party service providers referenced in the section "How do we work with Third Party Service Providers?"

June 15, 2021

- External review for compliance with applicable laws & guidelines
- Improved transparency regarding how we use your personal information and with which service providers we share this information
- Added details about our data breach policy
- Addition of California privacy information
- Addition of a "Change Log" to provide additional historical information about ongoing changes to our Privacy Policy.

Comments Section for Wadsworth City School District:

A. The ParentSquare School Agreement (as defined in the Purchase Terms section below) is hereby amended as follows:

1. The first four sentences of Section 3 (Changes to the Agreement) are deleted.
2. A new first sentence of Section 3 (Changes to the Agreement) is added to read as follows: "ParentSquare may make changes to the Privacy Policy or the Terms of Use from time to time if ParentSquare determines in good faith that any changes are required by law, and ParentSquare will inform District of any such changes promptly following such changes."
3. The last sentence of Section 5.2 (Fee Increases) is deleted.
4. The last sentence of Section 6.1 (Term) is deleted.
5. The last two sentences of Section 10.1 (Governing Law and Venue) are deleted.

B. District and ParentSquare are also entering into a Student Data Privacy Agreement for Technology Providers (the "SDPA") dated on or about the date hereof. In the event of a conflict between the terms of the SDPA and the ParentSquare's Privacy Policy, the terms of the SDPA shall control.

ParentSquare

ParentSquare School Agreement

Last Updated: February 10, 2025

This School Agreement (this "School Agreement") is between ParentSquare, Inc., a Delaware corporation ("ParentSquare"), and District (as defined below), and is effective as of the effective date of the Order Form (as defined below). This School Agreement supersedes all prior versions of the ParentSquare School Agreement, the Remind District Plan Standard Agreement and the Remind School Plan Standard Agreement.

The entire agreement between the parties consists of (1) this School Agreement, (2) any applicable Service-Specific Terms, (3) the Order Form (as defined below), and (4) any separate written agreement signed by the parties (collectively, the "Agreement"). These documents, collectively, govern the Services provided by ParentSquare to the District. In the event of any conflict between these documents, the following order of precedence shall apply, but solely to the extent necessary to resolve the conflict: (1) any separate written agreement signed by the parties; (2) the Order Form; (3) any applicable Service-Specific Terms; and (4) this School Agreement, except when expressly set forth to the contrary. The Agreement may also be incorporated by reference into an agreement when the Services are being purchased by District from a ParentSquare reseller.

Any capitalized term used but not defined in this School Agreement will have the meaning set forth in the Order Form.

1. Definitions

In addition to the terms defined in the body of this School Agreement and in the Order Form, the following terms have the following meanings:

"Applicable Laws" means all laws, statutes, rules and regulations that are applicable to the provision or use of District Data or the use of the Services.

"District" means the school, school district or organization that will be using the Subscription Services. If District is a school district, then the term "District" includes all schools that are members of the school district and served by the school district that will be using the Subscription Services.

"District Data" means all data, including all Personal Data of Users, that is provided to ParentSquare by, or on behalf of, District through District's use of the Subscription Services.

"Non-ParentSquare Applications" means any software, subscription service or other application that interoperates or integrates with the Subscription Services, whether provided by District or a third party or if provided by ParentSquare while acting as a reseller. Non-ParentSquare Applications do not include any software or subscription service that ParentSquare provides as part of the Subscription Services.

"Order Form" means the order form or sales quote that is executed by the applicable parties and that references this School Agreement.

"Personal Data" means any information about an identifiable individual or information that can be used to identify an individual, and includes "personal data" as that term is defined under the General Data Protection Regulation (Regulation (EU) 2016/679) and any applicable United States federal or state laws.

review → "Privacy Policy" means the ParentSquare Privacy Policy found at https://www.parentsquare.com/privacy/.

"Professional Services" means any consulting, implementation, content migration, custom development, onboarding, professional development, support and training services offered by ParentSquare, as specified on the Order Form.

"Service-Specific Terms" means any additional terms and conditions applicable to the Subscription Services, if any. All of the Service-Specific Terms can be found here.

"Service(s)" means the Subscription Services and the Professional Services.

"Subscription Services" means any or all services offered by ParentSquare on a subscription basis, on a prepaid basis, or on a pay-per-use basis through a ParentSquare website or mobile application, as specified on the Order Form. Subscription Services may include ParentSquare Engage, Smart Sites, Remind Hub, Remind Chat or any other service offered by ParentSquare.

"Subscription Term" means the initial term of District's subscription to the Subscription Services, as specified on the Order Form, including any pilot term, and each subsequent renewal term (if any).

"Terms of Use" means the ParentSquare Terms of Use found at https://www.parentsquare.com/terms/.

"Users" means District's administrators, staff and teachers, District's students and parents and/or guardians, and any other persons whom District allows to use the Subscription Services.

2. Services

2.1 Service Activation. The Subscription Services will start at the beginning of the Subscription Term. ParentSquare may perform implementation or onboarding services to activate District's subscription, and District will cooperate with ParentSquare in completing such services.

2.2 Access. During the Subscription Term, ParentSquare will provide District and its Users access to use the Subscription Services on a subscription basis as described in the Agreement, the Privacy Policy and the Terms of Use. ParentSquare may make reasonable changes to the Subscription Services from time to time.

2.3 Support. During the Subscription Term, ParentSquare will provide District with standard support for the Subscription Services at no additional charge.

2.4 Availability. District acknowledges that the Subscription Services are based on an Internet-based software platform and, as such, may experience periods of downtime, including due to scheduled maintenance and third party service outages. ParentSquare will use its reasonable efforts to keep the Subscription Services available 24 hours a day, 7 days a week, except as necessary for system maintenance or upgrades, which ParentSquare will use its reasonable efforts to conduct outside of normal school hours to minimize disruption.

2.5 Safeguards. During the Subscription Term, ParentSquare will maintain appropriate administrative, physical and technical safeguards, consistent with generally accepted educational technology practices, to protect the security, confidentiality and integrity of the Subscription Services, including reasonable data backups. ParentSquare will not be liable for any liabilities arising from District's or its Users' use of the Subscription Services over the Internet or other networks outside ParentSquare's control.

2.6 General Use. District will ensure that all access and use of the Subscription Services by District and its Users is in compliance with the Agreement and the Terms of Use.

2.7 Accuracy of District Data. During the Subscription Term, District will use its best efforts to provide ParentSquare with complete and accurate District Data. ParentSquare will not be liable for any damages resulting from incorrect or incomplete District Data.

2.8 Compliance with Applicable Laws. District represents, warrants and covenants that (a) it is and will remain in compliance with the Children's Online Privacy Protection Act ("COPPA") and the Family Educational Rights and Privacy Act ("FERPA"), if applicable, and consistent with COPPA, ParentSquare relies on District's consent on behalf of parents in order to allow those under 13 years of age to use the Subscription Services, (b) District's disclosure of any information to ParentSquare, and ParentSquare's use of such information subject to the restrictions of the Agreement, does not

and will not violate any Applicable Law, including COPPA and FERPA, (c) District is and will remain in compliance with all Applicable Laws pertaining to third party copyright or trademark rights, including as to any text, graphics, photos or other material that District might upload or transmit through the Subscription Services, and (d) District has met all contractual, regulatory and legal requirements in providing, and using, District Data, including obtaining necessary consent to send notifications to all Users, including texts and voice messages (if applicable). ParentSquare will not be liable for any additional charges that may be incurred for receiving notifications, such as phone call fees, text message fees or data fees.

2.9 Other Restrictions. District may not (a) make the Subscription Services available to, or use the Subscription Services for the benefit of, anyone other than Users, (b) except as provided in the Order Form, sell, resell, license, sublicense, distribute, rent or lease the Subscription Services, include the Subscription Services in a service bureau or outsourcing offering, or make the Subscription Services available to any third party other than Users, (c) attempt to gain unauthorized access to the Subscription Services or their related systems or networks, (d) permit direct or indirect access to or use of the Subscription Services in a way that circumvents a contractual usage limit, or bypass or breach any security device or protection included in the Subscription Services, (e) copy the Subscription Services or any part, feature, function or user interface thereof, (f) use the Subscription Services to submit, collect, transmit, process or store any protected health information (as defined in the US Health Information Portability and Accountability Act), or (g) use the Subscription Services to distribute text messaging "spam," bulk unsolicited messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients who have not consented to such messages.

2.10 Non-ParentSquare Applications. ParentSquare is not responsible for the operation or non-operation of any Non-ParentSquare Application, and does not guarantee the continued availability of any Non-ParentSquare Application or the continued interoperation of any Non-ParentSquare Application with the Subscription Services. By linking any Non-ParentSquare Application with the Subscription Services, District authorizes ParentSquare to provide or receive District Data with such Non-ParentSquare Application provider, in each case solely as necessary for the interoperation of the Non-ParentSquare Application with the Subscription Services. ParentSquare is not responsible for any use, transmission or loss of any District Data caused by any actions or omissions of District or the Non-ParentSquare Application provider. District will comply with the terms of each Non-ParentSquare Application.

3. Changes to the Agreement

~~ParentSquare may make changes to the Agreement, the Privacy Policy or the Terms of Use from time to time. If ParentSquare makes a material (determined by ParentSquare) change to the Agreement, the Privacy Policy or the Terms of Use, ParentSquare will inform District by email or notification on the ParentSquare website. If the change has a material adverse impact on District and District does not agree to the change, District must notify ParentSquare in writing within forty five (45) days after receiving notice of the change. If District notifies ParentSquare as required, then~~ District will remain governed by the terms District had agreed to until the end of the then-current Subscription Term. If the Subscription Services are subsequently renewed, they will be renewed under the then-current online versions of the Agreement, Privacy Policy or Terms of Use, as applicable, unless otherwise agreed by the parties.

6/4/25

4. Intellectual Property Rights

4.1 Ownership. As between the parties and except for the right to use the Subscription Services granted by the Agreement, (a) District retains all right, title and interest, including all related intellectual property rights, in and to District Data, and (b) ParentSquare retains all right, title and interest, including all related intellectual property rights, in and to the Services, including the Subscription Services and any work product developed by ParentSquare while providing Professional Services under the Agreement. ParentSquare retains all rights not expressly granted to District in the Agreement.

4.2 License Grant. Solely as necessary to fulfill our obligations and exercise ParentSquare's rights under the Agreement, District hereby grants to ParentSquare a revocable, non-exclusive, royalty-free, fully paid-up, worldwide and sublicensable license to use District Data. Subject to the restrictions described in the Privacy Policy, ParentSquare may share District Data with third parties in order to maintain and operate the Subscription Services.

4.3 Aggregated Data. ParentSquare aggregates and compiles de-identified District Data with de-identified data from ParentSquare's other customers ("Aggregated Usage Data"). District agrees that ParentSquare may use the Aggregated Usage Data to analyze, improve, develop, support and operate the Subscription Services, and to prepare and distribute general benchmarking and industry reports derived from Aggregated Usage Data as part of the Subscription Services and publish on ParentSquare's blogs and websites. For clarity, this Section does not give ParentSquare the right to use the Aggregated Usage Data to identify any User or District as the source of any Aggregated Usage Data, or permit ParentSquare to sell or disclose the raw data included in the Aggregated Usage Data to any third party.

4.4 Feedback. If District provides ParentSquare with any suggestions, information, ideas or other feedback concerning the Subscription Services, ParentSquare may use such feedback in perpetuity without obligation to District.

5. Fees and Payment

5.1 Fees. District will pay all fees specified in the applicable Order Form. Except as otherwise set forth in the Order Form, (a) fees are based on the Service(s) purchased and the metrics specified in the Order Form, (b) payment obligations are non-cancelable and fees paid are non-refundable, other than pursuant to Section 6.3 (Termination by District), (c) the purchased Service(s) cannot be decreased during the applicable Subscription Term, and (d) fees are stated and payable in US Dollars.

5.2 Fee Increases. ParentSquare may increase the overall or per unit fees for the Subscription Services for each annual period of District's subscription, including multi-year agreements when paid annually. Such increase will be limited to five percent (5%) per annum unless ParentSquare communicates a greater increase to District at least sixty (60) days prior to the end of the then-current annual period. ~~In addition, if District pays ParentSquare a flat rate based on a maximum number of students set forth in an applicable Order and District subsequently exceeds that number of students, ParentSquare may convert District's payment structure to a per student rate and District will pay the then-current per student rate beginning at the next annual period of District's subscription.~~ 6/4/24 MB

5.3 Payment. All amounts payable by District will be paid via electronic funds transfer (ACH, EFT or wire), check or credit card forty-five (45) days from the date of invoice. District will pay a three percent (3%) convenience fee on all credit card payments.

5.4 Late Payments. District will pay interest on all past due amounts at a rate which is the lesser of one and a half percent (1.5%) per month, or the highest rate permitted by law. If any part of an invoice is in dispute, District agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, and if District does not, District will be deemed to agree to such charges.

5.5 Taxes. District is responsible for the payment of all taxes (other than taxes on ParentSquare's net income) arising from the payment of fees or the provision of any Services under the Agreement.

5.6 Fees for Guest Users.

(a) **Guest Users with Phone Numbers.** District will receive a free number of guest users with phone numbers annually, set at ten percent (10%) of District's contracted student enrollment. Beyond the free threshold, District will be billed annually in the amount of $300 (three hundred dollars) per thousand (1,000) guest users with phone numbers, rounded up to the nearest thousand (1,000), postpaid and invoiced annually.

(b) **Guest Users with Email.** The number of free guest accounts with email is limited to ten times (10x) District's annual contracted student enrollment. If District exceeds this usage limit, ParentSquare may work with District to seek to reduce District's usage so that it conforms to this limit. If, notwithstanding ParentSquare's efforts, District is unable or unwilling to abide by this usage limit, District will execute an Order Form for additional quantities of guest users with email promptly upon ParentSquare's request, and/or pay any invoice for excess usage.

6. Term and Termination

6.1 Term. The Agreement will initially remain in effect for the term set forth in the Order Form. ~~After any such initial term, the Agreement will automatically renew for additional terms of a term equal to the longer of (a) one (1) year or (b) the length of the initial term, unless a different renewal term is agreed upon by the parties or unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.~~ 6/4/25 MM

6.2 Termination by ParentSquare. ParentSquare may terminate the Agreement if District has not paid any applicable fee for any Services, or if District or any User materially breaches the Agreement and District fails to remedy the breach within thirty (30) days of written notice of the breach.

6.3 Termination by District.

(a) **For Breach.** District may terminate the Agreement if ParentSquare materially breaches the Agreement or the Terms of Use and fails to remedy the breach within thirty (30) days of written notice of the breach. If District terminates for ParentSquare's material uncured breach, District will be entitled to a refund of its fees for Services paid prorated for the remaining portion of the then-current term.

(b) **For Convenience.** District may also terminate the Agreement at any time for convenience, provided that District will be obligated to pay for any Services for the then-current term, including for any Services not yet provided.

(c) **Non-Appropriation of Funds.** District may also terminate the Agreement in the event District does not receive necessary appropriation or allotment of funds by a governing entity (such as federal, state, local or educational budgeting entity) by providing ParentSquare with thirty (30) days' notice of such failure to receive funding.

6.4 Return or Destruction. At District's request, ParentSquare will destroy or return all District Data within sixty (60) days of the expiration or termination of the Agreement, unless otherwise required by law or ParentSquare receives District's request in writing that ParentSquare retain certain District Data for a specific longer period of time. If District requests a longer period of time, ParentSquare and District will enter into a special agreement, and there will be a fee for this Service.

6.5 Effect of Termination. The definitions in the Agreement, and the rights, duties and obligations of the parties in the Agreement that by their nature continue and survive, shall survive any expiration or termination of the Agreement.

7. Warranty Disclaimer

District acknowledges that the Subscription Services are based on an Internet-based software platform and, as such, may experience periods of downtime, including due to scheduled maintenance and third party service outages. Accordingly, the Subscription Services are provided to District "AS IS" and without warranty of any kind, whether express, implied, statutory or otherwise, and ParentSquare disclaims and excludes, to the fullest extent permitted by law, all other warranties, whether express, implied, statutory or otherwise, including non-infringement of third party rights, fitness for a particular purpose, merchantability, title and satisfactory quality.

8. Limitation of Liability

8.1 Exclusion of Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THE AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE

DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SUBSCRIPTION SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THE AGREEMENT, THE DELAY OR INABILITY TO USE THE SUBSCRIPTION SERVICES OR ANYTHING OTHERWISE ARISING FROM THE AGREEMENT, EXCEPT AS OTHERWISE PROVIDED BY LAW.

8.2 Liability Cap. IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, EXCEED FEES PAID OR PAYABLE TO PARENTSQUARE BY DISTRICT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, EXCEPT AS OTHERWISE PROVIDED BY LAW.

8.3 No Indemnification by District. In no event shall anything in the Agreement be construed as requiring District to indemnify ParentSquare.

9. Publicity

District agrees that ParentSquare may include District's name or brand features, including District's name and logo, in a list of ParentSquare customers, either online or in promotional materials. District also agrees that ParentSquare may verbally reference District as a ParentSquare customer.

10. General Provisions

10.1 Governing Law and Venue. If the laws governing District so require, the laws of the state or commonwealth governing District shall govern all matters arising out of the Agreement, without regard to conflict of law principles, and the federal and state courts located where District is located will have exclusive jurisdiction in respect of disputes arising in connection with the Agreement. ~~In the absence of any such laws governing District, the laws of the State of California govern all matters arising out of the Agreement, without regard to conflict of law principles, and federal courts in the Central District of California and the state courts located in Santa Barbara County, California, will have non-exclusive jurisdiction in respect of disputes arising in connection with the Agreement. The United Nations Convention for the International Sale of Goods shall not apply.~~ 6/4/25

10.2 Severability. If any provision of the Agreement is held invalid, that provision will be deemed amended to achieve as nearly as possible the same effect as the original provision and the remainder of the Agreement will continue in full force and effect.

10.3 Independent Contractors. The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

10.4 Non-exclusive Agreement. The Agreement is nonexclusive, and each party will be free to enter into other similar agreements or arrangements with other third parties.

10.5 High Risk Use. District acknowledges that the Subscription Services are not intended as a substitute for an emergency management system (EMS), and are not designed or intended for use in high risk activities or in any situation where damage or injury could result if an error, disruption or outage in the Subscription Services occurred. District acknowledges and agrees that its primary recourse in the event of any actual or potential threat to person or property should be to contact emergency response services (including without limitation, 911 or equivalent, fire, police, emergency medical, and public health, collectively, "First Responder Services") and that the Subscription Services are not intended to replace such First Responder Services, or to be used for communicating with, or replace notification to, or interoperate directly with, such First Responder Services, which should have already been notified and deployed prior to using the Subscription Services.

10.6 Force Majeure. Neither party has any liability for any failure of performance or equipment due to causes beyond its reasonable control, including: acts of God, fire, flood, earthquake, tsunami, storm, or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections,

riots, wars or acts of terrorism; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or failure of the Internet, third party software, or any telecommunications, hosting or service provider.

10.7 Modification and Waiver. Except as provided in Section 3 (Changes to this School Agreement), the Agreement may be modified only by a written agreement that is signed by authorized representatives of both parties and is identified as an amendment or part of the Agreement. Except as may be set forth in an Order Form, any terms and conditions set forth in a purchase order do not apply to the Agreement and are null and void. No term or provision of the Agreement will be considered waived by a party, and no breach excused, unless the waiver or consent is in writing signed by such party. No consent by a party to, or waiver of, a breach, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach.

10.8 Change of Control. The Agreement is not assignable by ParentSquare except to an affiliate or in connection with a merger, acquisition, sale of assets or similar change of control transaction.

10.9 Construction. The word "including" shall be construed as meaning "including without limitation." The section headings appearing in this School Agreement are inserted only as a matter of convenience and shall not be construed to define, limit, construe or describe the scope or extent of such paragraph or in any way affect such section.

10.10 Counterparts and Electronic Signature. The Order Form may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, and all of which together will constitute one and the same instrument. The exchange of a fully executed Order Form (in counterparts or otherwise) by facsimile signature or by other electronic means, shall be sufficient to bind the parties to the terms and conditions of the Agreement.

Change Log

Last Updated: February 10, 2025

- Revised to use defined terms for parties
- Revised to refer to District as catch-all for districts and schools
- Added language to allow for incorporation by third party reseller terms
- Revised definition of District Data to include Personal Data as defined in the Privacy Policy
- Revised definition of Subscription Services to include services marketed under the trade name Remind or Remind101
- Revised to refer to generally accepted educational technology practices to protect the security, confidentiality and integrity of the Subscription Services
- Revised fee increase provision to allow ParentSquare to increase subscription fees by 5% per year, or more upon 60 days' notice
- Added termination right by District in the event of non-appropriation of funds
- Revised to clarify that no indemnification by District is required
- Revised to provide that, if required, governing law and venue will be where District is located

- Separated high risk language from force majeure language, and provided additional high risk language
- Clarified that purchase order terms are null and void
- Added concept of Service-Specific Terms to address multiple Subscription Services with different requirements, e.g., Smart Sites.
- Added change of control provision

December 8, 2022

- Added definitions for terms used in agreement
- Revised to put in plain English
- Revised to put in active voice
- Added section numbering and reordered some sections
- Added provisions regarding onboarding and delivery of Subscription Service
- Added provisions regarding ownership
- Added pricing and payment provisions
- Added provisions regarding initial term and renewals
- Added termination provisions
- Added disclaimer of warranty provision
- Added support provisions
- Added provisions regarding non-ParentSquare provided software integrations
- Added general provisions section
- Referenced Privacy Policy and Terms of Use

August 22, 2022

- Acknowledgement that if a separate written agreement exists between the School and ParentSquare, it takes precedence over this Agreement.
- Updating Limitation of Liability section to include maximum aggregate liability

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:

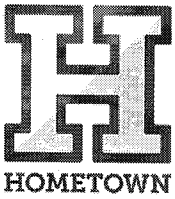
_____ _____

Signature Date

For the Wadsworth City School District Board of Education:

_____ _____

Signature of Treasurer Date



Hometown Digital Ticketing and Event Management Order Form

Client Name ("**Client**"):	Wadsworth City Schools
Address:	
City, State, Zip	
Primary Contact Name:	
Title / Role:	
Email:	
Office Direct Dial:	
Cell Phone:	

*HOMETOWN TICKETING, INC. is a Delaware corporation located at 4305 W Dublin Granville Road, Dublin, OH 43017 ("**Hometown**").*

This Order Form and the use of the Services contemplated hereunder is governed by the Terms of Service located at https://www.Hometownticketing.com/company/terms-of-service (the "**Terms of Service**"), which are hereby incorporated into this Order Form. By signing this Order Form, you agree to the terms and conditions set forth in both this Order Form and the Terms of Service (collectively, the "**Agreement**"). Capitalized terms used but not defined herein shall have the meanings set forth in the Terms of Service.

1. Premium Services	Hometown shall provide Client with access to its Digital Ticketing & Event Management Platform, with a complete list of benefits and features available at: https://www.Hometownticketing.com/company/benefits-and-features/ Hometown grants Client a right to access and use the following services, at no additional charge: • **Fan Support:** Telephone, chat, ticket and/or email-based customer support for fans. • **Onboarding and Training:** Virtual training sessions conducted within 30 days of the Effective Date, along with access to generally available webinars and training sessions exclusive to Hometown customers. • **Reporting:** Summary reports providing an overview of Client's digital ticketing and event management performance. • **Best Practices Sessions:** Digital webinars and online resources featuring successful event management strategies and insights from other Hometown customers in the Client's region.

	• **Strategy Sessions:** Annual review and optimization session to prepare for the next year of planned events, including as applicable, upcoming sports seasons.
2. Term	The term of this Order Form is from the Effective Date through June 30th, 2028 (the "**Initial Term**"). This Order Form shall not automatically renew and will expire at the end of the Term unless the Parties agree in writing to extend or renew it.
3. Fees	Client shall be responsible for determining the sale price for each product and service sold by Client. Client shall pay: (i) Convenience Fees assessed by Hometown per Transaction; and (ii) Transaction Fees assessed by Hometown or the applicable Payment Processor, per online and point of sale Transaction. The Client may choose to either absorb these fees or pass a portion of them along to the ticket purchaser. Convenience Fees: • General Admission and Reserved Seating Ticket: $1.00 • Digital Pass: $3.00 For additional information on processing fees see Exhibit A hereto, which shall be incorporated herein by reference.
4. Approved Vendor Status	This Agreement names Hometown as a preferred platform for the Client and Hometown may publicly use Client's name as a user of its Services. Additionally, this Agreement names Hometown as an approved vendor for the Client, and all schools, departments, organizations, and groups under the Client's authority are authorized to access and use the Services under this Agreement.
5. Promotional Rights	Upon execution of this Agreement, both parties shall have the non-exclusive rights to publicize and promote Hometown as an official digital ticketing, event management and/or athletics revenue management software provider for the Client.

IN WITNESS WHEREOF, the parties hereto have executed this Order Form on the date indicated below (the "**Effective Date**").

HOMETOWN TICKETING, INC.		**CLIENT**
Signature		Signature
Name:		Name: Doug Beeman
Title:		Title:
Date:		Date:

EXHIBIT A

Hometown Fee Structure

Hometown partners with multiple payment processors for all payment processing and transaction management. Your collected payments are safe and the money is stored securely until your next scheduled payout as determined by your selected processor.

The following definitions of terms in the table below are provided for clarity:

- Ticket = Quantity 1 of a selected General Admission or Reserved Seating Ticket in your cart at the time of checkout.
- Ticket Face Value = Total value of per ticket prices being purchased in a transaction.
- Pass = A single "ticket" that is meant for admission to multiple separate events.
- Transaction = A single completed checkout/purchase by a user that includes the total ticket face value, transaction fees, and Hometown fees.

Table 1 - Fees Schedule

Fee Category	Fee Type	Fee Amount
Transaction Fees	Transaction Fee	Up to $0.30 per Transaction
	Transaction Volume Fee	Up to 2.9% of Total Transaction Value
Miscellaneous Fees	Disputes & Chargebacks	$15.00 per Chargeback
	Currency Conversion	+1% of Total Transaction Amount
	International Cards	+1.5% of Total Transaction Amount

As a result of Hometown's partnership with payment processors, Hometown incurs standard processing fees, which are passed on to the purchaser, as outlined in following link: Stripe Payment Processing Fee Schedule

Hometown Terms of Service

PLEASE NOTE THAT ALL DISPUTES, CONTROVERSIES, OR CLAIMS ARISING BETWEEN YOU AND HOMETOWN WILL BE RESOLVED BY BINDING AND FINAL ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) TO ASSERT OR DEFEND YOUR RIGHTS (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT OR AS IT RELATES TO PROVISIONAL OR INJUNCTIVE RELIEF). YOUR RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT A JUDGE OR JURY AND YOUR CLAIMS CANNOT BE BROUGHT AS A CLASS ACTION. PLEASE REVIEW THE SECTION BELOW ENTITLED ARBITRATION AGREEMENT FOR THE DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY AND ALL DISPUTES WITH COMPANY.

These terms and conditions of use (the "Terms") govern your use of our online interfaces and properties (e.g., websites, apps) (collectively, the "Sites"), any of the "Services" that we provide, as well as to your interaction with us elsewhere. Please read these Terms carefully before using these Sites. The Sites are owned or controlled by Hometown Ticketing Inc. ("Hometown"). By accessing these Sites in any way, including, without limitation, browsing this Sites, using any information, and/or submitting information to Hometown , or interacting with us in any other way, you ("You" or "Client") agree to and are bound by the terms, conditions, policies, and notices contained in the Terms. ~~From time to time, we may update these Sites and these Terms. Your use of this Sites after we post any changes to these Terms constitutes your agreement to those changes.~~ This Sites is offered and available to users who are at least 13 years or older (or over the legal age of majority in your jurisdiction). By using these Sites, you (or your parent or legal guardian if you are not an age of majority) represent and warrant that you meet all the foregoing eligibility requirements. If you do not meet all these requirements, you must not access or use the Sites. Our Services may include the following:

- Hometown Box Office: Digital Ticketing and Event Management: Digital ticketing and event management services that enable supporters to purchase tickets, participate, and gain access to events and activities tools to provide

cashless, paperless, and pre-sale ticketing options for all types of events and admissions Box Office software for athletic directors, activity directors, and administrators to customize, manage, monitor, and facilitate events with comprehensive reporting.

- Schoolfundr and Schoolfundr+ Online Fundraising: No-cost online fundraising platform that easily connects your programs and students to potential donors. Customized and personalized campaign pages tailored to each program and participant. One-click social sharing for easy and seamless fundraiser promotion.

- Schoolfundr+: a no-cost oversight and analytics offering for athletic directors and administrators to monitor and gain visibility into all the fundraising efforts at their school or district.

- Hometown Engage: Athletic Website: A streamlined, simple, and easy to use, no-cost athletic website solution. A single platform to house essential information for your department, including key resources, schedules, and links to purchase tickets.

Privacy

Please also consult our Privacy Policy for a description of our privacy practices and policies. Our Privacy Policy is a part of these Terms, and you agree to our use and sharing of the information we collect about you as described in here and in our Privacy Policy.

Ownership of the Site

Content on these Sites that is provided by Hometown or its licensors, including certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product and program names, slogans, and the compilation of the foregoing ("Hometown Content") is the property of Hometown and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

You agree not to download, display or use any Hometown Content located on the Sites for use in any publications, in public performances, on websites other than this Sites for any other commercial purpose, in connection with products or services that are not those of Hometown, in any other manner that is likely to cause confusion among consumers, that disparages or discredits Hometown and/or its licensors, that dilutes the strength of Hometown or its licensor's property, or that otherwise infringes Hometown or its

licensors' intellectual property rights. You further agree to in no other way misuse any Hometown Content or third-party Content that appears on this Sites.

Site Access and Restrictions

The following requirements apply to your use of the Sites: (a) you will not use any electronic communication feature of the Sites for any purpose that is unlawful, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not collect or store personal data about other users; (d) you will not use the Sites for any commercial purpose not expressly approved by Hometown in writing; (e) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Sites, deep-link to any feature or content on the Sites, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Sites.

Violations of system or network security may result in civil or criminal liability. Hometown will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of these Sites or any activity being conducted on these Sites.

User Content; Reviews; Feedback and Other Postings

Our Site permits you to submit your personal information, data and information related to you, photos, videos, ideas, suggestions, documents, proposals, written posts and certain other information and materials ("User Content"). By using these features, you agree that

you will not post any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by Hometown ; that you will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will not impersonate any person or organization, including without limitation, the personnel of Hometown, or misrepresent an affiliation with another person or organization; you will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Sites, or feature of the Sites. Hometown may cancel your account and delete all User Content associated with your account at any time, and without notice, if Hometown deems that you have violated these Terms, the law~~, or for any other reason~~. Hometown assumes no liability for any information removed from our Sites and reserves the right to permanently restrict access to the Sites or a user account.

By displaying, publishing, or otherwise posting any User Content on or through the Sites, you hereby grant to Hometown a non-exclusive, sub-licensable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek any third party permission. This license includes the right to host, index, cache, distribute, and tag any User Content, as well as the right to sublicense User Content to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for use on mobile phones, in video or music software computer programs.

You represent and warrant that (i) you own the User Content submitted, displayed, published or posted by you on the Sites and otherwise have the right, authority or permissions to grant the license set forth herein, (ii) the User Content was collected in accordance with applicable laws, rules, and regulations, and (iii) the displaying, publishing or posting of any content you submit, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

Hometown does not endorse, verify, evaluate or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User Content. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by Hometown without the prior review and written approval of Hometown.

~~You agree to indemnify and hold Hometown, its parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms, including the Privacy Policy, or any violations thereof by your dependents or which arises from the use of User Content you submitted, posted, or otherwise provided to Hometown or these Sites.~~

Claims of Copyright Infringement

We disclaim any responsibility or liability for copyrighted materials posted on our Sites. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below. Hometown respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act ("DMCA"), we will respond promptly to notices of alleged infringement that are reported to Hometown's Designated Copyright Agent, identified below.

Notices of Alleged Infringement for Content Made Available on the Sites

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through our Sites by sending us a notice ("Notice") complying with the following requirements.

1. Identify the copyrighted works that you claim have been infringed.

2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Sites where such material may be found.

3. Provide your mailing address, telephone number, and, if available, email

address.

4. Include both of the following statements in the body of the Notice:
"I hereby state that I have a good faith belief that the disputed use of the copyrighted
material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair
use)."
"I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."

5. Provide your full legal name and your electronic or physical signature.
Deliver this Notice, with all items completed, to our Copyright Agent:

Harvard Business Services, Inc.
16192 Coastal Highway, Lewes, DE 19958
(302) 645-7400
info@delawareinc.com

Accounts. In order for Clients to list or sell tickets for an event, and/or accept payment from purchasers through use of our services, they must register an account. Purchasers can choose to register an account, but it is not required. When opening an account you must provide complete and accurate information including but not limited to your full name, address, phone number, email address and payment method. If your registration or payment information changes at any time, you must promptly update your details in your account. ~~You acknowledge that we may charge any one of your payment methods on file for amounts you owe us, costs we incur or other losses arising out of your violation of these Terms.~~ We reserve the right to temporarily or permanently suspend accounts with incomplete or inaccurate information. You are solely responsible for maintaining the confidentiality of your account information and password. You are solely responsible for any activity relating to your account. Your account is not transferable to another party.

Responsibilities. Client will: (a) be responsible for the safety and operation of its events, including implementing any refund policies and issuing refunds to ticketholders, (b) use commercially reasonable efforts to prevent unauthorized access to or use of services, and notify Hometown promptly of any such unauthorized access or use, (c) use services only in accordance with these Terms and all applicable laws and regulations (d) be responsible for its ticketholders' compliance with these Terms and all applicable laws and regulations, and (e) comply with any documentation. Any use of the services in breach of

the foregoing by Client or purchasers that in Hometown's judgment threatens the security, integrity or availability of the Sites or services, may result in Hometown's immediate suspension of the Sites or services, however, where practicable, Hometown will use commercially reasonable efforts under the circumstances to provide Client with notice and an opportunity to remedy such violation or threat prior to any such suspension.

Ticketholder Agreement. Ticketholders will be obligated to agree to Hometown's user terms and conditions, specifying such Ticketholders' rights and obligations with respect to their use of the Services. The current version of the Ticketholder Agreement is available here.

Site Accuracy

Although we intend to provide accurate and timely information on the Sites, the Sites (including, without limitation, the Hometown Content) may not always be entirely accurate, complete or current and may also include technical inaccuracies or typographical errors. We have made reasonable efforts to accurately display colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate. The information published on the Sites is provided as a convenience to our customers and is provided for informational or transactional purposes only. In an effort to continue to provide you with as complete and accurate information as possible,

information may be changed or updated from time to time without notice, including without limitation information regarding our policies, products and services. Accordingly, you should verify all information before relying on it, and all decisions based on information contained in the Sites are your sole responsibility and we shall have no liability for such decisions.

Note that the Sites may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Sites is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

You agree that Hometown does not set the prices for tickets, merchandise or other services. Hometown has no control over and does not guarantee the safety or legality of the tickets, merchandise or other services; the truth or accuracy of the content or listings;

or the ability of a seller to sell tickets, merchandise or other services, or your ability to pay for them. In no event shall Hometown be responsible for the provision of tickets, merchandise or other services.

Third Party Websites

These Sites may hyperlink to sites not maintained by or related to Hometown. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with these Sites or Hometown, and Hometown makes no representations or warranties about the content, completeness, or accuracy of those third-party sites. Information you submit at a third-party site accessible from these Sites is subject to the terms of that site's privacy policy, and Hometown has no control over how your information is collected, used, or otherwise handled.

Disclaimer of Warranties

THESE SITES IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THESE SITES OR ANY INFORMATION OR SOFTWARE THEREIN.

Hometown makes no representations about the reliability of the features of this Sites, the Hometown Content, User Content, or any other Sites feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk.

Hometown makes no representations regarding the amount of time that any Hometown Content or User Content will be preserved.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITES, SITE-RELATED SERVICES, AND LINKED WEBSITES. HOMETOWN DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD AND DISTRIBUTED BY HOMETOWN ARE SUBJECT TO SEPARATE WARRANTY TERMS AND CONDITIONS, IF ANY, PROVIDED WITH OR IN CONNECTION WITH THE

APPLICABLE PRODUCTS OR SERVICES.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL HOMETOWN BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS SITES, NOR SHALL HOMETOWN BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND HOMETOWN'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS SITE'S RECORDS, PROGRAMS, OR SERVICES. ~~UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL HOMETOWN OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SITES, EVEN IF HOMETOWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.~~ SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Export Policy and Restrictions

You acknowledge that the products and Hometown Content which are sold or licensed on the Sites, which may include technology and software, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. By purchasing products, downloading or using technology or software from the Sites, you agree to abide by the applicable laws, rules and regulations - including, but not limited to the Export Administration Act and the Arms Export Control Act - and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law. By purchasing any products, you agree that you will not use any products, or provide products to any person, who is forbidden from receiving the product under the Export Administration Regulations or any economic

sanctions are maintained by the U.S. Department of Treasury. U.S. antiboycott regulations, or U.S. economic sanctions, including the export and antiboycott restrictions found in the Export Administration Regulations or the sanctions regulations administered by the U.S. Office of Foreign Assets Control. ~~You shall indemnify and hold harmless Hometown from all claims, demands, damages, costs, fines, penalties, attorneys' fees and all other expenses arising from your failure to comply with this provision and/or applicable export control, antiboycott, or economic sanctions laws and regulations.~~

Information Dispute Resolution

We try to address any disputes without the need to initiate a formal legal case. You agree that prior to submitting any dispute or claim to arbitration for resolution, you and we agree to make a good faith effort to resolve it informally, including having at least one telephone or videoconference conversation between you, personally, and us. To initiate this good faith effort to informally resolve a dispute you agree to notify us in writing by email at legalnotices@hometown.com of the nature of the dispute, the basis for your claims and the resolution that you are seeking, including any monetary amount, with as much detail as you can provide so that we can gain a sufficient understanding of the dispute. Within the sixty (60) days following our receipt of this notice, you agree to engage in good faith efforts to resolve the dispute, including personally participating in a telephone call or videoconference with us. You may have a lawyer attend the call with you if you wish. If the dispute is not resolved within those sixty (60) days (which period can be extended by agreement of the parties), you or we may commence an arbitration to resolve the dispute consistent with the process set forth below. Compliance with and completing this informal dispute resolution process is a condition precedent to commencing an arbitration. You and we agree to toll any applicable statute of limitations and filing fee deadlines while the parties engage in this informal dispute resolution process from the date we receive your notice to the date an arbitration is commenced or the conclusion of the 60-day period described above, whichever is sooner. A court of competent jurisdiction shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of a demand for arbitration.

Arbitration Agreement & Waiver of Certain Rights

You and Hometown agree that, except as set forth below, we will resolve any controversies, claims, counterclaims, or other disputes between you and Hometown or

you and a third-party agent of Hometown (a "Claim") through final and binding arbitration instead of through court proceedings, in accordance with the Consumer Arbitration Rules of the American Arbitration Association ("AAA Rules"). This arbitration agreement applies to any existing or future Claims that you have not individually filed in a court of law or in arbitration prior to the date you agreed to these Terms. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. You and we hereby waive any right to a jury trial of any Claim. The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. A court of competent jurisdiction has exclusive authority to determine the existence, scope, and validity of the arbitration agreement and the arbitrability of any claim or counterclaim, including, without limitation, whether any conditions precedent to the commencement of an arbitration have been completely satisfied and any objections with respect to any of the foregoing.

To begin an arbitration proceeding, you must send us an individual letter signed by you requesting arbitration and describing your claim at to Hometown Ticketing, LLC, 4305 W Dublin Granville Road Dublin, OH 43017 Attention: Legal Department. This letter must be sent at least ten (10) days before you initiate an arbitration proceeding against us.

Any party to the arbitration may serve an offer of compromise in writing upon any other party to the action. ~~Offers of compromise pursuant to these Terms will be adjudicated and interpreted in accordance with California Code of Civil Procedure section 998.~~

If you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Hometown will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the

costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate. ~~Notwithstanding the foregoing, if your attorney is paying the administrative costs, filings fees, arbitrator fees, and other associated arbitral costs on your behalf, and your attorneys' may recover all or a portion of those fees only if you obtain an award in the arbitration, your attorney must evenly split all costs with us initially. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.~~

This arbitration agreement does not preclude you or Hometown from seeking action by federal, state, or local government agencies. You and Hometown also have the right to bring qualifying claims in small claims court or transfer qualifying claims to small claims court. Either party may elect that a Claim be filed exclusively in a small claims court of competent jurisdiction by providing notice to the other party. In the event a Claim has already been filed in arbitration, the party who has filed that Claim will, within ten (10) days of receiving such a notice, withdraw their Claim from arbitration. The parties will then

proceed with the Claim exclusively in small claims court. A party may apply to any court of competent jurisdiction to enforce the terms of this paragraph. In addition, you and Hometown retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions. Any such request shall not be deemed incompatible with these Terms, nor a waiver of the right to have disputes submitted to arbitration as provided in these Terms.

Neither you nor Hometown may act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. You may not bring Claims in arbitration on a class or representative basis. The arbitrator can decide only your and/or Hometown's individual Claims.

If for any reason a Claim proceeds in court rather than in arbitration, you, and Hometown each waive any right to a jury trial. The arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief, as if the action were brought in court on an individual basis. Notwithstanding anything to the contrary in the foregoing or herein, the arbitrator may not issue a "public injunction" and any such "public injunction" may be awarded only by a

federal or state court. If either party seeks a "public injunction," all other claims and prayers for relief

must be adjudicated in arbitration first and any prayer or claim for a "public injunction" in federal or state court stayed until the arbitration is completed, after which the federal or state court can adjudicate the party's claim or prayer for "public injunctive relief." In doing so, the federal or state court is bound under principles of claim or issue preclusion by the decision of the arbitrator.

If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section shall continue in full force and effect. No waiver of any provision of this Section of the Terms will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms. This Section of the Terms will survive the termination of your relationship with us.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR HOMETOWN WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

~~Mass Arbitration Process Requirements~~

~~If twenty-five (25) or more similar claims are asserted against Hometown at or around the same time by the same or coordinated counsel or are otherwise coordinated (and your Claim is one such claim), you understand and agree that the resolution of your Claim might be delayed. You also agree to the following process and application of the AAA Multiple Consumer Case Filing Fee Schedule and Supplementary Rules. Twenty (20) claims shall be selected to proceed to individual arbitration proceedings as part of a first batching process, ten (10) of which will be selected by the claimants and ten (10) of which will be selected by Hometown. The remaining claims shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the staged process described herein. If the parties are unable to resolve the remaining~~

~~claims after the conclusion of the initial twenty (20) proceedings, the parties shall participate in a global mediation session before a retired state or federal court judge, for which Hometown will pay the mediator's fee. If the parties are unable to resolve the remaining claims through mediation at this time, then forty (40) claims shall be selected to proceed to individual arbitration~~

~~proceedings as part of a second batching process, twenty (20) of which will be selected by the claimants and twenty (20) of which will be selected by Hometown (If there are fewer than forty (40) claims remaining, all shall proceed.) The remaining claims shall not be filed or deemed filed in arbitration nor shall any AAA fees be assessed in connection with those claims until they are selected to proceed to individual arbitration proceedings as part of the staged process described herein. In any batching process, a single arbitrator shall preside over each proceeding, and only one proceeding may be assigned to each arbitrator unless the parties agree otherwise. If the parties are unable to resolve the remaining claims after the conclusion of the forty (40) proceedings, the parties shall participate in another global mediation session before a retired state or federal court judge, for which Hometown will pay the mediator's fee. If the parties are unable to resolve the remaining claims in mediation at this time, this staged process shall continue with no more than one hundred (100) claims proceeding at any time in a staged order that is selected randomly or by the AAA, until all the coordinated claims, including your Claim, are adjudicated or otherwise resolved. At any time during these proceedings, we agree to participate in a global mediation session should your counsel request it in an effort to resolve all remaining claims. Any applicable statute of limitations on your Claims and filing fee deadlines shall be tolled for claims subject to this section regarding "Mass Arbitration Process Requirements" from the time claims are selected for the first set of batching proceedings until the time your Claim is selected to proceed in arbitration, withdrawn, or otherwise resolved. A court of competent jurisdiction shall have authority to enforce this section regarding "Mass Arbitration Process Requirements" and, if necessary, to enjoin the filing or prosecution of arbitration demands against Hometown. Should a court of competent jurisdiction decline to enforce these "Mass Arbitration Process Requirements," you and we agree that your and our counsel shall engage in good faith and with the assistance of a Process Arbitrator to devise and implement procedures that ensure that arbitration remains efficient and cost-effective for all parties. Either party may engage with the AAA to address reductions in arbitration fees.~~

Governing Law

These Terms will be governed by and construed in accordance with the internal laws of Ohio without regard to conflicts of laws principles. By using these Sites, you hereby agree that any and all disputes regarding these Terms will be subject to the courts located in Ohio. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THESE SITES AND/OR THESE TERMS, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. These Terms operate to the fullest extent permissible by law.

Termination

Hometown may, in its sole discretion, and at any time, discontinue this Sites or any part thereof, with or without notice, or may prevent your use of this Sites with or without notice to you. You agree that you do not have any rights in this Sites ~~and that Hometown will have no liability to you if this Sites is discontinued or your ability to access the Sites or any content you may have posted on the Sites is terminated~~.

Other Terms

Any other terms of sale or return and warranty policies on our Sites are hereby incorporated by reference into these Terms.

Assignment

Hometown may assign this agreement, in whole or in part, at any time with or without notice to you. You may not assign this agreement, or any part of it, to any other person. Any attempt by you to do so is void.

Miscellaneous

These Terms constitute a binding agreement between you and Hometown and is accepted by you upon your use of the Sites or your account. These Terms constitute the entire agreement between you and Hometown regarding the use of the Sites and your account. Both you and Hometown acknowledge and agree that no partnership is formed and neither of you nor Hometown has the power or the authority to obligate or bind the other. If Hometown fails to act with respect to your breach or anyone else's breach on any occasion, Hometown is not waiving its right to act with respect to future or similar breaches. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions.

Hometown Privacy Policy

APPLICABILITY

This Privacy Policy describes how Hometown Ticketing, Inc. and our affiliates ("Hometown") treat your personal information on the websites and apps ("Sites") where it appears, as well as any other place where you interact with us (collectively with the Sites, the "Services"). This Privacy Policy does not include your relationship with us as an employee.

DATA PRIVACY COMMITMENT

At Hometown, safeguarding your privacy and data security is our top priority. We never sell any user data - whether from students, parents, donors, or others - to external platforms under any circumstances. We take the security of personal data seriously. To read more about our commitment to data privacy, please visit our data privacy page at https://www.schoolfundr.org/data-privacy.

NO SALE OF DATA

Simply stated, we do not sell personal information to third parties for monetary or other valuable consideration.

PERSONAL INFORMATION COLLECTED

Personal Information. We collect information from you in various ways when you use our Sites and Services. We

collect the information below:

- Contact information. We collect your name and mailing address. We also collect your phone number and email address.

- Fundraiser information. We may collect Personally Identifiable Information, which includes information that Site visitors submit to us that identifies or relates to a specific individual, including registration information submitted by Fundraisers (such as name, email and postal address, telephone number, organization name, campaign information).

- Account information. We collect your username and password. We collect your email.

- Payment information. We collect payment information if you make a purchase or donation. This includes credit or debit card numbers and security codes. This includes shipping and billing information. Note, however, that we do not store your payment information and it is processed by a third party payment processor.

- Information you submit. We collect the content of your communications. This includes as part of our customer support function.

- Audio / Visual information. We may collect audio and visual information when you use our social media graphics solutions or share with us.

- Job applicant information. We collect information about your education and work history when you apply for a job with us. We collect information about your skills and qualifications. We may ask about your ability to perform a position.

- Geolocation information. We collect geolocation data when you use our Services.

- Social media information. We may collect information about you from social media. This includes when you follow us or share our content. This also includes when you post comments. Such content may be publicly accessible. The information we collect depends on your privacy settings with the social network.

- Site and device information. We collect your IP address, MAC address, browser type, operating system, device-identifying information, type of computer, and type of Web browser software. We collect information about the specific webpages you visit during your connection, and the domain name from which you accessed the Sites and Services. We collect information about your browsing behavior, such as the date and time you visit the Sites and the areas or pages of the Sites that you visit. We collect information about the amount of time you spend viewing our Sites and the number of times you return to the Sites and other clickstream data.

California law requires that we tell you if we share information for cross-contextual behavioral advertising. We collect and share site, browser, and device information for these purposes. To modify your preferences read our Notice of Right to Opt-out of Sale/Sharing below).

How We Use Personal Information

We use your information as disclosed and described here.

- Order fulfillment and to otherwise provide Services to you. We use your information to fulfill your ticket orders. We use your information to fulfill your donation and fundraising requests. We also use your information to process payments. We may also use your information to maintain your account.

- Communicating with you. We use information to answer questions and respond to feedback. We use your information to provide event support and purchase updates. This includes questions about your orders or job opportunities. We may send you technical notices or security alerts. We use your information to route your queries to the correct department. We use your information to notify you about updates to the Sites or Services.

- Improving products and platforms. We use your information to improve our platforms. This includes customizing their content and design. We use your information to improve our products or your experience. This may include customizing your experience with us. We may use your information to improve and create new services, including through artificial intelligence, machine learning, or other technologies.

- Marketing. We use information to provide you with updates and or information about new Services and offers. We may also tell you about new features or updates. We may send you promotional materials such as newsletters or other promotional materials. This includes other information that may be of interest to you. We use your information for

editorial and feedback purposes. We use your information to analyze preferences, trends, and statistics.

- Protecting our company and constituents. We use information to protect our company and customers. We also use information to identify fraud and secure our systems. We will also use information to comply with the law. This includes responding to law enforcement or regulatory requests.

- We use all categories of information for other purposes as permitted by law or as we may notify you.

Sensitive Information Collection and Use

We do not use or disclose sensitive personal information, as that term is defined by California law, for inferring characteristics. We do not otherwise use or disclose sensitive personal information for purposes other than those permitted by law.

More Information

We keep personal information as long as it is necessary or relevant for the practices described in this Policy. We also keep information as required by law. For more information about our privacy practices, read below for the rest of our privacy policy.

HOW WE COLLECT INFORMATION

We collect information directly from you. We collect personal information when you contact us about our Services or products. This includes when you create an account, place an order, or participate in our fundraisers. It includes when you communicate with us via chat, email or phone. We collect information from social media platforms. We collect information when you apply for a job with us.

We collect information passively. We collect information through tracking tools over time and across different websites and apps. These tools include cookies and pixels. To learn more about cookies visit the FTC's Online Tracking page. We may do this on our websites and in emails that we send to you. We may have third parties collect personal information this way.

We collect information about you from others. We may collect information from other parties like our affiliates. We may get information from third-party sites or marketing partners. We also get information from our service providers. This includes payment processors and those who support our website. It includes service providers that support our communications and marketing efforts.

WHEN WE DISCLOSE INFORMATION

We may disclose your information to the following:

- We disclose information to our affiliates. We disclose all categories of information to

manage daily operations and pursue our business interests. This includes to complete your orders and process your payments.

- We share information for cross-contextual behavioral marketing. We will share information noted in the Personal Information We Collect section with partners for cross-contextual behavioral marketing. This includes serving you with content based on your interests and behaviors. For the avoidance of doubt, no donor financial information or activity relating to donations is shared with partners for cross-contextual behavioral advertising purposes.

- We disclose information to vendors and service providers who perform services on our behalf. We may disclose all categories of information with trusted service providers. This includes companies who provide data processing and payment processing services to us. It also includes vendors who help us send communications like emails. We may also share with third parties who perform web hosting, data analytics, or other support on our behalf. This also includes cloud storage, software, and IT service providers. We may also disclose information to fraud prevention services and professional advisors.

- We disclose information to comply with the law or to protect ourselves. We will transfer all categories of information to respond to a court order or subpoena. We will also disclose in response to a government agency or investigatory body request. This includes to meet national security or law enforcement requirements. We may also disclose this information to investigate potential fraud or to enforce our policies and terms. We may make these disclosures where we have a good faith belief that we are required to make a disclosure.

- We will transfer information with successors to all or part of our business. If all or part of our business is sold, we may transfer all categories of information as part of that transaction. If there is a merger or acquisition, we will do this as well.

- We may disclose information for other reasons we may describe to you. We will also disclose information as otherwise permitted by law.

Additional information for residents of certain jurisdictions: California, Colorado, Connecticut, Delaware, Iowa, Montana, Nebraska, New Hampshire, New Jersey, Oregon, and Texas law require that we tell you if we sell personal information with a third party for monetary or other valuable consideration. We do not do this. We also do not sell personal information of minors under the age of 16 for monetary or other valuable consideration.

WE COMBINE INFORMATION

We combine information that we have collected from different sources. We also combine information collected across devices. This might include information collected from computers with that collected on mobile devices. We also combine information that we get from others with information we already have.

SECURITY MEASURES

We use reasonable security measures as required by law. The Internet is not 100% secure. We cannot promise that your use of our sites or apps will be completely safe. We encourage you to

use caution when using the Internet. This includes not sharing your passwords.

INFORMATION STORAGE

We store your information in the United States. If you live outside of the United States and choose to use our platforms, you understand that it is at your own risk. You also understand that information is sent to the United States. The United States may not afford the same level of protection as laws in your own country.

YOUR RIGHTS AND CHOICES

Marketing Choices

You may opt out of receiving marketing emails you receive from us. To do so follow the instructions in the message you receive. You will still receive our transactional and relevant operational communications.

Cookies and Tracking Tools

We collect personal information about users over time and across different websites as permitted by law. We also serve content on our platform or third-party platforms based on your behaviors and interests as permitted by law. We also have vendors that do this. To do this, we use common tracking tools. These may include browser cookies or web beacons. We may also use flash cookies and similar technologies.

- You can control cookies and tracking tools. Your browser may give you the ability to control cookies or other tracking tools. How you do so depends on the type of tool. Certain browsers can be set to reject browser cookies. If you block cookies, certain features on our Sites may not work. If you block or reject cookies, not all the tracking described here will stop.

- Our Do Not Track Policy. Our systems do not recognize browser "Do Not Track" signals, but several of our Service Providers who utilize these cookies on our Site enable you to opt out of targeted advertising practices. To learn more about these advertising practices or to opt out of this type of advertising, you can visit www.networkadvertising.org or www.aboutads.info/choices/.

- Browsing Session Information. We use technologies that maintain records of your browsing session, chats, and other activities on our Sites and Services. These technologies may include session replay that maintains a record of your interactions with our Site, chat providers that maintain a transcript of your chats, cookies, pixels, and other tracking technologies that share some of your interactions with our Site, as well as other technologies that collect and share your interactions with our Site. We use this information for quality control, customer service, fraud prevention and security, and marketing purposes.

Options you make are browser and device specific.

Specific Rights in Certain Jurisdictions

If you are a consumer who lives in the EU, UK, California, Colorado, Connecticut, Delaware,

Iowa, Montana, Nebraska, New Hampshire, New Jersey, Oregon, Texas, Utah, Virginia, or jurisdictions with similar laws, you may have additional rights. Those rights depend on our relationship. The rights are subject to certain limitations and are not absolute. This might include if a legal exception applies. If that is the case, we will not be able to process your request. The rights include the following and may be offered based on your location:

- Access to or copies of your information. This includes finding out the categories of information we hold about you and the purposes of processing. It may also include the recipients of your information and retention periods. For those in California, you also have the right to find out the sources of collection and the business purpose for collection.

- Portability. This includes asking us to provide you with (a copy of) your information in a structured, commonly used and machine-readable format. You can use this to send the information to another entity.

- Correction. You can ask us to make changes to your information. In some cases you can object to our use of your information. Your objection may be based on times when we process your personal information for legitimate interests or marketing.

- Restriction and objection. This includes asking us to restrict processing of your information.

- Deletion. This includes asking us to delete your information.

- Not being subject to automated decision-making. In some cases, you can object to certain automatic decision making. This includes profiling that has legal effect on you or similarly significantly affects you.

How it Works

You can exercise your rights by contacting us by email at legalnotices@hometown.com. You must be able to provide your name and email address or other information sufficient to allow us to identify you. We respond to all requests we receive from individuals wishing to exercise their data protection rights in accordance with applicable data protection laws.

These rights are not absolute. In some situations, we may not be able to process your request. This may include if a legal exception applies. We will let you know when or if a right does not apply to you. If you disagree with our decision, you can contact us as described at the end of this notice. We will not discriminate against you because you exercised your rights.

If you are in the United Kingdom or the EU, you may also take legal action and lodge a complaint with the competent supervisory authority. Nevada residents, you may opt out of the future sale of your information to a third party so that they may license or sell that information. To do this, email us at the contact information listed at the end of this notice.

Delaware, Iowa, Montana, Nebraska, New Hampshire, New Jersey, Oregon, and Texas law require that we tell you if we sell personal information with a third party for monetary or other

valuable consideration.

We do not do this. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses. We also do not sell personal information of minors under the age of 16 for monetary or other valuable consideration.

Third Party Agents

If you are submitting a request on someone else's behalf, we may ask for additional verification. This may include a signed letter verifying your right to make this request. This may also include providing proof that you are registered with the Secretary of State to act on someone's behalf or proof of a power of attorney.

THIRD-PARTY SITES AND LINKS

Our sites may contain links to other sites that are not operated by us. We do not control those third parties. If you click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the privacy policy of every site you visit.

INFORMATION COLLECTED FROM CHILDREN AND MINORS

Our Sites are meant for those over 13 and we do not knowingly collect personal information from children under the age of 13. If you are a parent or legal guardian and believe that your child under 13 has given us information online, you can contact us at our contact information listed below. If we become aware that we have collected or stored personal information from an individual under age 13, we will remove his or her personal information from our files.

CONTACT US

If you have any questions about this Privacy Policy or the practices of our Services, please contact us at:

Hometown
4305 W Dublin Granville Road
Dublin, OH 43017
E-mail: legalnotices@hometown.com

Four Cities Compact/ Wadsworth City Schools
524 Broad Street
Wadsworth, OH 44281

June 5, 2025

Subject: Offer for Sale – Haas Mini Mill (Serial Number 1165659)

To Kent City Schools,

Wadsworth City Schools is offering for sale a **Haas Mini Mill**, Serial Number **1165659**. This equipment is being made available as part of our ongoing effort to update and streamline our Career-Technical Education resources.

Item for Sale:

- **Make/Model:** Haas Mini Mill
- **Serial Number:** 1165659
- **Sale Price:** $16,000
- **Condition:** Used, in good working condition
- **Terms:** This item is being sold *as-is*, with no warranty or guarantee expressed or implied.

The equipment is located on-site and must be picked up at the cost of the purchaser. Remittance for Payment via an invoice will occur after pickup. Pickup will need to be coordinated upon confirmation of sale.

Respectfully,

Williiaml DiMascio

Director, Four Cities Compact

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO

AGREEMENT FOR ADMISSION OF TUITION PUPILS PURSUANT TO SECTION 3313.841 O.R.C.

DISTRICT OF RESIDENCE

The **Wadsworth** Board of Education hereby enters into a contract for admission of the student listed below with the Educational Service Center of Northeast Ohio for educational purposes for the 2025-2026 school year.

The above Board of Education hereby agrees to pay to the Educational Service Center of Northeast Ohio for each pupil an amount equal to the direct costs as calculated for the school district. Direct costs shall be paid when services are provided to the student during any period of school closure mandated by a federal, state, or local order.

The above Board of Education acknowledges that students (attached) are to be included in the ADM certification of the above school district.

SERVICE: Visually Impaired Student Services

Billing periods: Monthly August - June

COSTS: Teacher of the Visually Impaired: $120.00/hour
Rehabilitation Specialist: $60.00/hour
Orientation & Mobility Trainer: $92.00/hour
Braillist: $35.00/hour
Braillist Aide: $19.00/hour

Signature Superintendent of District of Residence — Date

Signature Treasurer of District of Residence — Date

EDUCATIONAL SERVICE CENTER OF NORTHEAST OHIO
We do hereby admit the above listed pupil to our schools on the terms described above for the school year 2025-2026.

[redacted]

Signature Superintendent of Educational Service Center — July 1, 2025

[redacted]

Signature Treasurer of Educational Service Center — July 1, 2025

Please return a signed copy of this Agreement along with a signed P.O. for the above service to Educational Service Center of Northeast Ohio, Essex Place, 6393 Oak Tree Blvd., Independence, OH 44131.

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

This Memorandum of Understanding is entered into this 20th day of June 2025, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

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

WHEREAS, 9.01 addresses the Work Year.

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

1. The new teacher of the Media Communications program at Wadsworth High School, Mr. Curtis Ashcraft, will be provided with up to twenty (20) work hours (between his date of hire and his first contractual day of the 2025-2026 school year) to take care of responsibilities related to the program. The extended work hours will be paid pursuant to a supplemental contract at his per diem rate. The need for and schedule of the extended hours will be determined by the administration in collaboration with Mr. Ashcraft.

2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.

3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

For the Wadsworth Education Association

_____
Patti Back, WEA Co-President

_____
Rob Earle, WEA Co-President

For the Wadsworth City School District Board of Education

_____
Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

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

This Memorandum of Understanding is entered into this 20th day of June 2025, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

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

WHEREAS, 9.02 D., Preparation Time, states the following:

"*1. A bargaining unit member will, in addition to his/her lunch period, have daily preparation time during which he/she will not be assigned any other duties (except as provided in Section 5.04, herein) or be required to attend any meetings. This planning time shall be during the student day, inclusive of travel time to escort students, and shall be as follows:*

a. Elementary – Two hundred eighty-five (285) minutes per five-day workweek. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each elementary member. Any additional daily planning segments shall be no less than fifteen (15) consecutive minutes.

b. Intermediate – There will be two-hundred eighty-five (285) minutes per five-day work week. There shall be a minimum of one (1) planning segment of thirty (30) consecutive minutes per day for each member. Minutes per work week, minutes per day and minutes per minimum planning segment may be altered due to a modified schedule.

c. Middle School – One (1) regular class period.

d. Senior High School – One (1) regular class period."

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

1. In regard to the Grizzly Academy, which is about to start its third year of operation while expanding through grade twelve, the hours in a school day for students in the Academy will be reduced when compared to the hours in a school day for students in our traditional elementary schools. As a result, there is a need to allow for more flexible scheduling of teacher schedules because the teacher workday will remain at seven (7) paid hours and a thirty (30) minute unpaid lunch.

2. As the team of educators at the Grizzly Academy work through how to best set the student and teacher schedule for the 2025-2026 school year, preparation time may occur outside of the student day but within the teacher workday, provided all other provisions of 9.02 D., as written above and found in the *Negotiated Agreement*, are followed.

3. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year beyond the 2025-2026 school year.

4. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

For the Wadsworth Education Association

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Patti Back, WEA Co-President

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Rob Earle, WEA Co-President

For the Wadsworth City School District Board of Education

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Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth City School District Board of Education and the Wadsworth Education Association

This Memorandum of Understanding is entered into this 20th day of June 2025, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

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

WHEREAS, 9.03C Meetings Outside the Workday details the following in relation to evening meetings;

"*Classroom teachers will not be required to attend more than two (2) evening meetings per school year in addition to evening parent conferences. One of the meetings will include a parent orientation night for PreK-6 teachers, which will not be scheduled prior to the work year. The parent and student orientation for grades K-4 will occur in the evening on the second teacher workday of the new contract year. The orientation will involve parents and students and combine the events formerly known as parent orientation and sneak a peek. Secondary teachers (7-12) shall be required to attend open house as one of the two evening meetings. Part-time classroom teachers who opt to work beyond their contracted hours will be compensated at curriculum rate for time worked over their normal hours. The part-time classroom teacher must submit a timesheet to his/her principal for any hours worked beyond their scheduled day in order to be compensated.*

1. *School Counselors will not be required to attend more than five (5) evening meetings per school year.*

2. *Tutors required to work evening meetings will be paid their hourly rate. The tutor must submit a timesheet to his/her principal for all hours worked.*"

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

1. For the 2025-2026 school year, and excluding Grizzly Academy, the parent and student orientation for kindergarten will occur on Tuesday, August 26, 2025, which is the seventh teacher workday of the new contract year. This flexibility is agreed to in order to allow for KRA testing and to provide additional time to determine which teacher each kindergarten student is assigned to. The kindergarten teacher schedule will be as follows:

   - Monday, August 18: Per the terms of the *Negotiated Agreement*;
   - Tuesday, August 19: Per the terms of the *Negotiated Agreement*;
   - Wednesday, August 20: Per the terms of the *Negotiated Agreement*;
   - Thursday, August 21: Assistance with students starting first grade and KRA testing;
   - Friday, August 22: KRA testing;
   - Monday, August 25: KRA testing; and
   - Tuesday, August 26: Open house in the evening.

2. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.

3. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

For the Wadsworth Education Association

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Rob Earle, WEA Co-President

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Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

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Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____

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

This Memorandum of Understanding is entered into this 20th day of June 2025, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

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

WHEREAS, Article XII of the Agreement details Vacancy;

WHEREAS, 12.01A defines a vacancy as follows:

"*1. Unless the provisions of Article XII (Reduction In Staff) are implemented, a vacancy in a bargaining unit position shall exist when:*
a. A bargaining unit member dies;
b. A bargaining unit member resigns;
c. A bargaining unit member retires;
d. A bargaining unit member has his/her limited teaching contract nonrenewed or terminated;
e. A bargaining unit member is promoted;
f. A bargaining unit member goes on a leave for a full school year; or
g. A new position is created with the bargaining unit.

2. This Article shall not restrict reduction by attrition, and shall not restrict the Board's right to use substitutes to fill openings occurring after the school year begins." and

WHEREAS, 12.01 B states the following about posting a vacancy:

"*1. Any administrative or bargaining unit vacancy or new position shall be communicated to all bargaining unit members via the District email and posted on the District website within ten (10) days of the date on which the vacancy arose.*

2. A copy of the notice of vacancies shall be mailed to the Association President at the time it is posted.

3. No vacancy or new position shall be filled until such vacancy or new position has been posted for five (5) workdays during the regular school year or fifteen (15) calendar days during the summer months, provided that vacancies arising after July 10 may be filled ten (10) days after posting.

4. Part-time bargaining unit members who are not selected for a full-time vacancy may request a conference with the interview team chair to discuss the specific reasons for the decision."

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

1. The Board will post and close the vacancy listed below according to the following schedule:

   Posting Date: Closing Date:

   Friday, June 20, 2025 Tuesday, June 24, 2025 at 4:00 p.m.

   Vacancy:

   - 2nd grade teacher at Franklin Elementary School

2. The Board may fill the position at any point in time after the closing date and time on June 24, 2025.

3. In addition to an email sent to all Association members listing the vacancy, the Board will send an automated call to all Association members on the date the vacancy is posted. The call will notify the members of the vacancy.

4. If the position is filled with a current Wadsworth City School District employee, the subsequent opening will be posted for a period of two (2) work days following the same communication process detailed in #3 above, closing at 4:00 p.m. on the second day, with the Board able to fill the position at any point in time after the closing date and time. This same process will be followed for any subsequent opening until all openings have been filled.

5. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.

6. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

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

For the Wadsworth Education Association

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Rob Earle, WEA Co-President

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Patti Back, WEA Co-President

For the Wadsworth City School District Board of Education

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Andrew J. Hill, Ed.D., Superintendent

Resolution Number:_____