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**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

WADSWORTH, OHIO

SPECIAL MEETING
MONDAY, JULY 20, 2026, 3:00 P.M.
WADSWORTH HIGH SCHOOL MEDIA CENTER
(625 BROAD STREET)

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Minutes**
- V. [Public Participation](#)**
- VI. Administrative Items**
 - A. Personnel Consent Items
 - 1. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2026-2027 school year, with a license effective date of July 1, 2026, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the board.)
 - a) Supplemental Contracts
 - (1) Jill Carpenter, Teacher, Camp Invention
 - (2) Aliza Gill, Teacher, Camp Invention
 - (3) Brandon Nolan, 8th Grade Head Football Coach
 - (4) Jeremy Porchowsky, WMS Asst. Football Coach
 - (5) Larry (Charlie) Ries, WMS Asst. Football Coach
 - (6) Matt Shiarla, WMS Asst. Football Coach
 - (7) Maria Sideris, WMS Cheerleading Coach (fall season) - volunteer
 - (8) Sara Storm, Teacher, Camp Invention
 - (9) Joseph Tricomi, WMS Asst. Football Coach (volunteer)
 - (10) Chad Wolf, Director, Camp Invention
 - (11) Chad Wolf, 7th Grade Head Football Coach

B. Action Consent Items

1. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education
2. Recommendation to determine the following students are impractical to transport for the 2026-2027 school year:
 - a) Regan Beaumont, to St. Hilary
 - b) Aidan Dill, to St. Hilary
 - c) Archer Dougherty, to St. Francis DeSales
 - d) Leo Dougherty, to St. Francis DeSales
 - e) Harper Fabris, to Chapel Hill Christian School
 - f) Nolan Gearhart, to Julie Billiard School
 - g) Mariana Gluck, to Archbishop Hoban
 - h) Madelyn Gunsch, to Hametown Christian Academy
 - i) Ray Koberle, to Archbishop Hoban
 - j) Sarah Kreeger, to Archbishop Hoban
 - k) Grady Liehr, to Archbishop Hoban
 - l) Rebecca Magan, to St. Vincent-St. Mary
 - m) Lynnlee Matheny, to Old Trail School
 - n) Tinslee Matheny, to Old Trail School
 - o) John Olszewski, to St. Hilary
 - p) Joseph Olszewski, to St. Vincent-St. Mary
 - q) Julia Olszewski, to St. Hilary
 - r) Everett Raw, to NEO Classical Academy
 - s) Scarlett Raw, to NEO Classical Academy
 - t) Juliana Schafer, to NEO Classical Academy
 - u) Liam Springer, to St. Vincent-St. Mary
 - v) Crosby Stanfield, to St. Francis DeSales
 - w) Reed Stanfield, to St. Francis DeSales
 - x) Rocco Stecz, to St. Hilary
 - y) Ella Wilson, to St. Hilary
 - z) Emma Wilson, to Archbishop Hoban
 - aa) Jacqueline Wilson, to St. Hilary
3. Recommendation to add Wilson Tisevich as a graduate of the Wadsworth High School Class of 2026
4. Recommendation to approve the Reserve School of Applewood Centers, Inc. Agreement for Educational Services between the Reserve School of Applewood Centers, Inc. and the Wadsworth City School District Board of Education for the 2026-2027 academic year
5. 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 2026-2027 school year
6. Recommendation to approve the e3 Diagnostics General Terms & Conditions

7. Recommendation to approve the Service Agreement Amendment between the Educational Service Center of Medina County and the Wadsworth City School District Board of Education
8. Recommendation to approve Addendum No. 1 to the Agreement between Brakefire, Inc., dba Silco Fire & Security, and the Wadsworth City School District Board of Education
9. Recommendation to approve the following Wadsworth City School District Board of Education Independent Contractor Physician or Dentist Agreements and Waiver of Liability and Release Forms for the period of July 1, 2026 through June 30, 2027:
 - a) Dr. Alex McIlvaine
 - b) Dr. Jeffrey Burkey
 - c) Dr. Michael Boyer
 - d) Dr. Brandon Bupp
 - e) Dr. Robert Crawford
10. Recommendation to approve the Student Data Privacy Agreement for Technology Providers between CommonLit and the Wadsworth City School District Board of Education
11. Recommendation to approve the Elevator Maintenance Agreement between Moseley Elevator and the Wadsworth City School District Board of Education for the period of July 1, 2026 through June 30, 2029
12. Recommendation to approve the following Preventive Maintenance Agreement Plans between Smith & Oby and the Wadsworth City School District Board of Education for the period of August 1, 2026 through July 31, 2027
 - a) Franklin Elementary School
 - b) Charles R. Parsons Grizzly Academy
 - c) Isham Elementary School
 - d) Lincoln Elementary School
 - e) Overlook Elementary School
 - f) Valley View Elementary School
 - g) Wadsworth Middle School

VII. Items of the Treasurer

A. Action Consent Items

1. Recommendation to return advances to the General Fund (001) from:

Building Fund (004-900C)	\$826,519.46
Career Tech Customer Service (011)	84,659.40

Valley View Playground (019-9001)	166,022.28
Auxiliary Services (401-9026)	38,077.52

VIII. Board Member Items

A. Ratification of Resignations

1. Joseph Dacey, non-teaching employee, eff. 7/1/2026
2. Laura Giermann, non-teaching employee, retirement, eff. 1/1/2027
3. Loudon Gordon, varsity wrestling coach, eff. 7/10/2026
4. William Hutchinson, girls tennis coach (volunteer), eff. 7/1/2026
5. Susan Jamison, certified teacher, eff. 8/17/2026
6. Linda McCann, non-teaching employee, retirement, eff. 1/1/2027
7. Liz Mendel, non-teaching employee, eff. 7/14/2026
8. Emily Reagan, certified teacher, eff. 8/17/2026

B. Discussion Item

1. Discuss and review resolutions to proceed with, either an income tax or property tax, to be placed on the November 3, 2026 election

C. Action Item

1. Hold for resolution to proceed with the selected option from the discussion item above

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 and E** as listed above.

X. Adjournment

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. Public participation is governed by Board Bylaw 0169.1 - Public Participation at Board Meetings.

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

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
July 20, 2026**

Agenda Detail Sheet

VI. Administrative Items

B. Action Consent Items

- 1. Memorandum of Understanding:** The Memorandum of Understanding (MOU) between the Wadsworth Education Association and the Wadsworth City School District Board of Education being recommended for approval details coaching titles and payment for middle school football coaches for the 2026 season. The arrangement detailed in this MOU has been in place since 2022; previous MOUs were approved in 2022 and 2023 (for the 2023, 2024, 2025 seasons).
- 4. Reserve School of Applewood Centers, Inc. Agreement:** The Reserve School of Applewood Centers, Inc. Agreement for Educational Services between the Reserve School of Applewood Centers, Inc. and the Wadsworth City School District Board of Education for the 2026-2027 academic year being recommended for approval is required by Ohio Revised Code and will allow a student our school district is responsible for educating to be provided educational services at the Reserve School of Applewood Centers, Inc.
- 5. 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 2026-2027 school year being recommended for approval will allow students who require visually impaired services to receive the said services.
- 6. E3 Diagnostics General Terms & Conditions:** The e3 Diagnostics General Terms & Conditions being recommended for approval will allow e3 Diagnostics to continue to calibrate our audiology equipment.
- 7. Educational Service Center of Medina County Service Agreement Amendment:** The Service Agreement Amendment between the Educational Service Center of Medina County and the Wadsworth City School District Board of Education being recommended for approval is for paraprofessional support provided to students whose individual education program (IEP) required extended school year services.
- 8. Silco Fire & Security Addendum:** The Addendum No. 1 to the Agreement between Brakefire, Inc., dba Silco Fire & Security, and the Wadsworth City School District Board of Education being recommended for approval contains additional terms for

monitoring services. The original Agreement was approved by the Board of Education on June 30, 2026.

- 10. CommonLit Student Data Privacy Agreement:** The Student Data Privacy Agreement for Technology Providers between CommonLit and the Wadsworth City School District Board of Education being recommended for approval details CommonLit's responsibilities, per Ohio Revised Code.
- 11. Moseley Elevator Maintenance Agreement:** The Elevator Maintenance Agreement between Moseley Elevator and the Wadsworth City School District Board of Education for the period of July 1, 2026 through June 30, 2029 being recommended for approval will allow Moseley Elevator to provide services to the Wadsworth Community Center elevator. The Agreement requires Board of Education approval because the Board of Education serves as the fiscal agent for the Wadsworth Community Center; the cost of the Agreement will be paid by the Wadsworth Community Center.
- 12. Smith & Oby Preventive Maintenance Agreement Plans:** The Preventive Maintenance Agreement Plans between Smith & Oby and the Wadsworth City School District Board of Education for the period of August 1, 2026 through July 31, 2027 being recommended for approval will allow Smith & Oby to provide HVAC and/or boiler service at eight (8) of our schools. With Board approval, Smith & Oby will replace the work done by a number of other companies over the years, most recently Trane and S.A. Comunale.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2026

The Wadsworth City Board of Education met in Special Session on Tuesday, June 30, 2026, at 5:00 P.M. at WHS Media Center, 625 Broad Street.

ROLL CALL

Present	Batey, Gordon, Stevens, Beck <i>Fisher (arrived at 5:32 p.m.)</i>
Absent	0
Administrators	3
Staff	0
Visitors	0

PLEDGE OF ALLEGIANCE

26-06-84 APPROVAL OF BOARD MINUTES

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

Regular Meeting June 8, 2026

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

Motion Carried,

PUBLIC PARTICIPATION

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS, AND UPDATES

- A. Budget Reductions
- B. Wellness

ITEMS OF THE TREASURER

26-06-85 Upon the recommendation of Treasurer Beeman, the motion was made by **Batey**, seconded by **Stevens**, to adopt the Action Consent Items from the June 30, 2026, Special Meeting, as presented:

A. ACTION CONSENT ITEMS

1. Recommendation to approve the FY 26 Advance and Transfers Report.
2. Recommendation to make amendments to the FY 26 Certificate of Revenue.
3. Recommendation to adopt Final FY 26 Appropriations.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2026

4. Recommendation to approve the Initial FY 27 Certificate of Revenue.

5. Recommendation to adopt Temporary FY27 Appropriations.

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

Motion Carried,

26-06-86 Upon the recommendation of Treasurer Beeman, the motion was made by **Gordon**, seconded by **Stevens**, to adopt the Action Item from the June 30, 2026, Special Meeting, as presented:

B. ACTION ITEM

1. Recommendation to approve the following Nonappropriations Resolution:

The Wadsworth City School District Board of Education ("Board") hereby **does not** appropriate any funds to make contracted payments or any other amounts due under the Document Management Agreement between the Board and ComDoc for the 2026-2027 school year – i.e., FY27. The Board further directs the Administration to both (1) provide ComDoc with a copy of the instant action within seven days after adoption of the instant action and (2) deliver possession of the equipment to ComDoc.

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

Motion Carried,

ADMINISTRATIVE ITEMS

26-06-87 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Gordon**, to adopt the Personnel Consent Items from the June 30, 2026, Special Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Employment

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2026-27 school year, with a license effective date of July 1, 2026, if he/she does not already have the said license and successfully meet all other pre-employment requirements of the Board.)

a) Classified Substitutes

Michelle Gerliz
Mark Livingston

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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Date: June 30, 2026

b) Supplemental Contracts

Andy Booth	Asst. Coach, Girls' Youth Basketball Camp	
Rebekah Chaney	ESY Services	(eff. 06/18/26)
Steve Ferris	Boys' & Girls' Head Golf Coach	
Krystal Flory	ESY Services	(eff. 06/17/26)
Ashley Heffinger	RTI Co-Chair (VV)	
Mike Horvat	2025-2026 Extended Additional Work Hours (50 hrs. maximum) 2025-2026 Extended Additional Work Hours (28 hrs. maximum)	
Cara Johnson	Tennis Coach (Vol.)	
Jason Liddy	9th Grade Boys' Soccer Coach	
Joy Love	Chess Club (VV)	
Lindsey Miller	ESY Services	(eff. 06/19/26)
Janee Oktela	Student Council (VV) - 50% Bus Ramp Duty (VV)	
Kelly Osterhouse	RTI Member (VV)	
Emily Osting	ESY Services	(eff. 06/10/26)
Holly Palcisco	Bus Ramp Duty (VV)	
Tallie Paz	RTI Co-Chair (VV)	
Justin Todd	Spring Weight Room 2025-2026	
Wendy Turocy	ESY Services	
Ryan Whited	ESY Services	(eff. 06/10/26)
Hannah Mashek	STEM/Science Club (VV)	
Katie Wolf	RTI Member (VV) Student Council (VV) - 50%	

2. Recommendation to recall Andrew Booth, Teacher.

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

Motion Carried,

26-06-88 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Stevens**, to adopt the Action Consent Items from the June 30, 2026, Special Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to accept the following donations:

Mental Health and Recovery Board	\$7,900
Verkada	Command Connector Provisions

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2026

2. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education. (ATTACHED)
3. Recommendation to approve the student instruction fee schedule for the 2026-2027 school year. (ATTACHED)
4. Recommendation to approve the following student participation fees, beginning in the 2026-2027 school year:

a)	Athletic Participation Fee at the High School	\$150.00
b)	Athletic Participation Fee at the Middle School	\$115.00
c)	Club Fee at the High School	\$40.00
d)	Club Fee Grades K-8	\$25.00
5. Recommendation to approve the 2026-2027 Grizzly Academy student handbook. (ATTACHED)
6. Recommendation to bypass a first reading and adopt the following Wadsworth City School District Board of Education Policies:

a)	7540.09	Artificial Intelligence ("AI") (new)
b)	7510	Use of District Premises (revised)
7. Recommendation to approve the StageRight quote. (ATTACHED))
8. Recommendation to approve the Elevator Maintenance Agreement between Moseley Elevator and the Wadsworth City School District Board of Education for the period of July 1, 2026, through June 30, 2029. (ATTACHED)
9. Recommendation to approve the Memo 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 2026-2027 school year. (ATTACHED)
10. Recommendation to approve the Agreement for Students Placed in the Evolve Academy of Medina City School District between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2026-2027 school year. (ATTACHED)
11. Recommendation to approve the Contract Addendum to the Agreement for Students Placed in the Evolve Academy of Medina City School District between the Medina City School District Board of Education and the Wadsworth City School District Board of Education for the 2026-2027 school year. (ATTACHED)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2026

12. Recommendation to approve the revised 2026-2027 school year calendar. (ATTACHED)
13. Recommendation to approve the 2028-2029 school year calendar. (ATTACHED)
14. Recommendation to approve the Panasonic Service Terms and Conditions. (ATTACHED)
15. Recommendation to approve the Four Cities Compact Student Work-Based Learning with License Agreement between William Arndt and the Wadsworth City School District Board of Education for the period of July 1, 2026, through May 28, 2027. (ATTACHED)
16. Recommendation to approve the Independent Contractor Agreement for Non-STRS/SERS Covered Services between Cross Thread Solutions, LLC and the Wadsworth City School District Board of Education for the period of July 1, 2026, through June 30, 2027. (ATTACHED)
17. Recommendation to approve the Independent Contractor Agreement for Non-STRS/SERS Covered Services between Nicole Regula and the Wadsworth City School District Board of Education for the period of July 1, 2026, through June 30, 2027. (ATTACHED)
18. Recommendation to approve the Service Agreement between Blue Technologies and the Wadsworth City School District Board of Education for the period of August 1, 2026, through July 31, 2033. (ATTACHED)
19. Recommendation to approve the State and Local Government Lease-Purchase Agreement between De Lage Landen Public Finance LLC and the Wadsworth City School District Board of Education for the period of August 21, 2026, through August 21, 2031. (ATTACHED)
20. Recommendation to approve the Terms and Conditions Addendum between De Lage Landen Public Financing LLC and the Wadsworth City School District Board of Education. (ATTACHED)
21. Recommendation to approve the Fire Inspection, Testing, and Maintenance Service Agreement between Silco Fire & Security and the Wadsworth City School District Board of Education for the period of July 1, 2026, through June 30, 2027. (ATTACHED)

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

Motion Carried,

RECORD OF PROCEEDINGS WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2026

BOARD MEMBER ITEMS

26-06-89 The motion was made by **Gordon**, seconded by **Stevens**, to adopt the Board Member Item Ratification of Resignations from the June 30, 2026, Special Meeting, as presented:

A. RATIFICATION OF RESIGNATIONS

- | | | | |
|----|-----------------|-----------------------------|-----------------|
| 1. | Grant Fairhurst | Certified Teacher | (eff. 08/03/26) |
| 2. | Cara Johnson | Girls' Reserve Tennis Coach | |
| 3. | Justina Kline | Non-Teaching Employee | (eff. 06/10/26) |
| 4. | Kylee Mignogna | Non-Teaching Employee | (eff. 06/26/26) |
| 5. | Lindsey Miller | Certified Teacher | (eff. 08/17/26) |
| 6. | Andrew Tufts | Non-Teaching Employee | (eff. 08/01/26) |

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

Motion Carried,

26-06-90 The motion was made by **Stevens**, seconded by **Batey**, to adopt the Board Member Item Employment from the June 30, 2026, Special Meeting, as presented:

B. EMPLOYMENT

1. Recommendation to approve a salary freeze at the 2025-2026 contract year salary for Douglas Beeman, Treasurer, for the 2026-2027 contract year (August 1, 2026 through July 31, 2027) consistent with the salary/hourly freeze enacted for exempt employees and administrative employees and the base freeze enacted for employees whose positions are covered in the *Collective Bargaining Agreement* with the Wadsworth Educational Support Personnel Association OEA/NEA and the *Negotiated Agreement* with the Wadsworth Education Association.

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

Motion Carried,

Fisher joined the meeting at 5:32 p.m.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2026

DISCUSSION

- A. Potential Ballot Issue in the November 2026 General Election.

26-06-91 The motion was made by **Stevens**, seconded by **Fisher**, to approve the following Resolution No. 1:

1. **A RESOLUTION DECLARING IT NECESSARY TO RAISE ANNUALLY AN AMOUNT FOR SCHOOL DISTRICT PURPOSES AND REQUESTING THE STATE TAX COMMISSIONER TO ESTIMATE THE RESPECTIVE RATES AT WHICH IT WOULD BE NECESSARY TO LEVY (i) AN AD VALOREM PROPERTY TAX, AND (ii) A SCHOOL DISTRICT INCOME TAX ON THE EARNED INCOME OF INDIVIDUALS RESIDING IN THE SCHOOL DISTRICT, TO PRODUCE THAT AMOUNT.**
(Note: .75% Earned Income)

VOTE: Yea – Beck, Fisher, Batey, Gordon, Stevens
Nay – None

Motion Carried,

26-06-92 The motion was made by **Fisher**, seconded by **Batey**, to approve the following Resolution No. 2:

2. **A RESOLUTION DECLARING IT NECESSARY TO RAISE ANNUALLY AN AMOUNT FOR SCHOOL DISTRICT PURPOSES AND REQUESTING THE STATE TAX COMMISSIONER TO ESTIMATE THE RESPECTIVE RATES AT WHICH IT WOULD BE NECESSARY TO LEVY (i) AN AD VALOREM PROPERTY TAX, AND (ii) A SCHOOL DISTRICT INCOME TAX ON THE TRADITIONAL INCOME OF INDIVIDUALS RESIDING IN THE SCHOOL DISTRICT, TO PRODUCE THAT AMOUNT.**
(Note: .75% Traditional Income)

VOTE: Yea – Fisher, Beck, Batey, Gordon, Stevens
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

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Date: June 30, 2026

26-06-93 The motion was made by **Stevens**, seconded by **Fisher**, to approve the following Resolution No. 3:

3. A RESOLUTION DECLARING IT NECESSARY TO RAISE ANNUALLY AN AMOUNT FOR SCHOOL DISTRICT PURPOSES AND REQUESTING THE STATE TAX COMMISSIONER TO ESTIMATE THE RESPECTIVE RATES AT WHICH IT WOULD BE NECESSARY TO LEVY (i) AN AD VALOREM PROPERTY TAX, AND (ii) A SCHOOL DISTRICT INCOME TAX ON THE EARNED INCOME OF INDIVIDUALS RESIDING IN THE SCHOOL DISTRICT, TO PRODUCE THAT AMOUNT.

(Note: 1% Earned Income)

VOTE: Yea – Beck, Batey, Gordon, Stevens, Fisher
Nay – None

Motion Carried,

26-06-94 The motion was made by **Fisher**, seconded by **Gordon**, to approve the following Resolution No. 4:

4. A RESOLUTION DECLARING IT NECESSARY TO LEVY AN ADDITIONAL 7.9-MILL TAX FOR THE PURPOSE OF CURRENT EXPENSES OF THE DISTRICT AND REQUESTING THE MEDINA COUNTY AUDITOR TO MAKE CERTAIN CERTIFICATIONS, PURSUANT TO SECTIONS 5705.03 AND 5705.21 OF THE REVISED CODE.

(Note: 7.9 Mill Property – Five Years)

VOTE: Yea – Batey, Gordon, Stevens, Fisher, Beck
Nay – None

Motion Carried,

26-06-95 The motion was made by **Batey**, seconded by **Stevens**, to approve the following Resolution No. 5:

5. A RESOLUTION DECLARING IT NECESSARY TO LEVY AN ADDITIONAL 7.9-MILL TAX FOR THE PURPOSE OF CURRENT EXPENSES OF THE DISTRICT AND REQUESTING THE MEDINA COUNTY AUDITOR TO MAKE CERTAIN CERTIFICATIONS, PURSUANT TO SECTIONS 5705.03 AND 5705.21 OF THE REVISED CODE.

(Note: 7.9 Mill Property – Continuing)

VOTE: Yea – Gordon, Stevens, Fisher, Beck, Batey
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2026

- B. Interdistrict Open Enrollment.
- C. Set Special BOE Meeting for July 20, 2026, at 3:00 p.m. at Wadsworth High School.

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 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, 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 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 and E as listed above.

RECORD OF PROCEEDINGS WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: June 30, 2026

EXECUTIVE SESSION

26-06-91 The motion was made by **Gordon**, seconded by **Fisher**, to enter Executive Session at **7:09** p.m.

VOTE: Yea – Beck, Fisher, Batey, Gordon, Stevens
Nay – None

Motion Carried,

EXECUTIVE SESSION recessed at **7:50** p.m.

ADJOURNMENT

26-06-92 The motion was made by **Fisher**, seconded by **Gordon**, to adjourn at **7:51** p.m.

VOTE: Yea – Fisher, Batey, Gordon, Stevens, Beck
Nay – None

Motion Carried,

(Signed) _____
Tim Beck, President

(Attested) _____
Douglas D. Beeman, Treasurer

RECORD OF PROCEEDINGS WADSWORTH CITY SCHOOLS

Minutes of Records Commission Meeting

Date: June 30, 2026

The Wadsworth City Schools Records Commission Committee met in Special Session on Tuesday, June 30, 2026, at 4:45 P.M at Wadsworth High School Media Center, 625 Broad Street.

ROLL CALL

Present	Beck, Hill, Beeman
Administrators	1
Staff	0
Visitors	1

DISCUSSION

Reviewed requests to dispose of obsolete records, per Wadsworth City School District Board of Education Policy 8310, Public Records, and Wadsworth City School District Administrative Guideline 8310A, Public Records.

ADJOURNMENT

The motion was made by **Beck**, seconded by **Beeman**, to adjourn at 4:46 p.m.

VOTE: Yea – Hill, Beeman, Beck
Nay – None

Motion Carried,

(Signed) _____
Tim Beck, BOE President

(Attested) _____
Douglas D. Beeman, Treasurer

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

This Memorandum of Understanding is entered into this 7th day of July 2026, 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, Appendix D of the Agreement details the Supplemental Salary Schedule.

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

1. For the 2026-2027 school year, the following position will be added to the Supplemental Salary Schedule, as it was through a memorandum of understanding during the 2022-2023, 2023-2024, 2024-2025, and 2025-2026 school years:

7th Grade Head Coach (football)

2. As was done during the school years referenced in one (1) above, this new position will replace a previously hired Middle School Assistant position.
3. During the length of this memorandum of understanding, the salary schedule below will be implemented for the position.

<u>Position:</u>	<u>0-3 Years:</u>	<u>4-6 Years:</u>	<u>7-9 Years:</u>	<u>10+ Years:</u>
7th Head Coach	10.00%	10.50%	11.50%	12.50%

4. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice upon expiration.
5. 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

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

Patti Back, WEA Co-President

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

Allison Parsons, WEA Co-President

**RESERVE SCHOOL OF APPLEWOOD CENTERS, INC.
AGREEMENT FOR EDUCATIONAL SERVICES**

Pursuant to Ohio Revised Code Section 3313.17, the Wadsworth City Schools Board of Education ("Board") hereby enters into a contract for service of the student listed below, a resident of the Board's school district, with the Reserve School of Applewood Centers, Inc. ("Reserve School"), an Ohio nonpublic school, for the 2026-2027 Academic Year.

Name of Student: _____ Date of Birth: 10/6/11

Reserve School agrees to admit this student on 8/17/2026 into its school program. For the Reserve School's provision of education services to the student, the Board agrees to pay to Reserve School \$298.91 for each school day during the student's placement in the Bellefaire residential treatment facility. Tuition pays for the education provided to the Student during the regularly scheduled school year as defined in Ohio Revised Code Section 3313.48. Tuition shall be billed monthly for all school days as indicated in the school calendar. Payment is due upon receipt.

BOARD OF EDUCATION

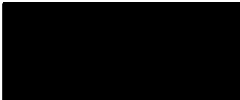
Signature: Superintendent of District of Residence

Date

Signature: President of District of Residence

Date

RESERVE SCHOOL OF APPLEWOOD CENTERS, INC.



Signature: Executive Director of Applewood Centers, Inc.

7/1/2026

Date

Please return a signed copy of this agreement along with a signed P.O. for the above service to Applewood Centers, Inc., Attn: Elizabeth A. Eisenberg, Paralegal, 22001 Fairmount Boulevard, Shaker Heights, Ohio 44118.

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 2026-2027 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.

SERVICES: VISUALLY IMPAIRED STUDENT SERVICES

Billing periods: Monthly August 2026 – June 2027

COSTS:

TEACHER OF THE VISUALLY IMPAIRED HOURLY: \$127.00

ORIENTATION/MOBILITY TRAINING HOURLY: \$127.00

BRAILLIST HOURLY: \$35.00

BRAILLIST AIDE: \$19.00

REHABILITATION SPECIALIST HOURLY: \$60.00

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 2026-2027.



Signature Superintendent of Educational Service Center

July 1, 2026



Signature Treasurer of Educational Service Center

July 1, 2026

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.

**2026-2027 Students Served
by the Educational Service Center of Northeast Ohio**

Audiology	O&M
Hearing Impaired	Vision Impaired

GENERAL TERMS & CONDITIONS

This Agreement dated as of the date of the last signature above (the "Effective Date") is entered into by and between Vendor and Customer. Vendor and Customer may each be referred to as a "Party" and collectively, the "Parties."

1. FEES For the Equipment and Services provided under this Agreement, Customer will pay to Vendor the fees set forth in the quote above (the "Fee" or "Fees"). Customer will pay said Fees within thirty (30) days of receipt of invoice. Any such invoice(s) will be submitted to an email address identified by Customer and provided to Vendor. Customer will be solely responsible for any taxes determined to be due and owed to any federal, state, local, or regional taxing authority arising from the sale of any Equipment under this Agreement. Vendor reserves the right to charge interest in the amount of one and one-half percent (1.5%) per month, or if lower, the highest rate permitted by law, on any undisputed Fees that are not timely paid.

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Deleted: Customer will reimburse Vendor for reasonable expenses within 30 days of invoice with acceptable documentation.

2. EQUIPMENT Customer acknowledges that all Equipment sold under this Agreement is manufactured by third parties and is sold by Vendor acting as a distributor or a manufacturer representative. Customer agrees that this Agreement is not binding upon Vendor until approved by the Manager of Vendor's Central Office or an authorized officer of Vendor, or, with respect to Equipment for which Vendor is a manufacturer representative, an authorized officer of the manufacturer.

3. RETURNS AND NONCONFORMING EQUIPMENT If Customer cancels or refuses any order of Equipment, or desires to return unused, unopened Equipment ("Return Eligible Equipment"), Customer will pay a service charge equal to twenty percent (20%) of the total Fee for the Return Eligible Equipment. Customer will be responsible for all charges associated with the cancellation, refusal or return including, but not limited to, removal, insurance, and shipping. However, Customer may not cancel, refuse or return any custom-made or special-order Equipment. Customer shall inspect the Equipment upon receipt (the "Inspection") and accept or, if such Equipment is Nonconforming, reject such Equipment. "Nonconforming" means any Equipment that: (i) does not substantially conform to the Equipment listed in the quote; (ii) is inoperable, or (iii) materially exceeds the quantity of Equipment listed in the quote. Customer will be deemed to have accepted the Equipment unless it notifies Vendor in writing of any Nonconforming Equipment promptly after the inspection and furnishes written evidence or other documentation required by Vendor. If Vendor determines that the Equipment is Nonconforming, Vendor shall either (A) replace such Nonconforming Equipment with conforming Equipment, or (B) refund the Fees for such Nonconforming Equipment. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE REMEDIES SET FORTH IN THIS SECTION ARE CUSTOMER'S EXCLUSIVE REMEDIES FOR THE DELIVERY OF NONCONFORMING EQUIPMENT.

Commented [MR2]: Wadsworth City Schools "We need the amounts listed in the agreement or we have to give pre-approval to expenses"

Commented [MR2R2]: The amount will be 10% of the purchase price of the product

Commented [MR3]: From Wadsworth City Schools: "We need the amounts listed in the agreement or we have to give pre-approval to expenses"

Commented [MR3R2]: I am not sure that we understand your comment in this regard. Please elaborate

4. TRADE-INS "Trade-In" refers to the process by which Customer exchanges their old equipment for new Equipment. This process involves evaluating the condition of the old Equipment, determining its Trade-In value, and applying that value towards the purchase of new Equipment. The Company reserves the right to assess the condition of the Trade-In Equipment and determine its eligibility and Trade-In value. If applicable, any Equipment Trade-Ins require the return of the original Equipment prior to receiving Trade-In discount pricing.

5. DELIVERY Customer will pay all shipping charges (FCA (Incoterms® 2020), place of manufacture), and such charges are not included in the purchase price of the Equipment unless specifically stated. Delivery dates are approximate, and any delivery schedule is estimated only and presented in good faith by Vendor.

Deleted: Vendor will not assume any liability, consequential or otherwise, for any delay or failure to deliver all or any part of the Equipment.

6. SECURITY INTEREST As collateral security for the payment of the Fee for the Equipment purchased under this Agreement, the Customer grants to the Vendor, a lien on and purchase-money security interest in and to all the right, title, and interest of the Customer in, to, and under the Equipment. A copy of this Agreement may be filed on behalf of Vendor with appropriate state authorities at any time after signature by Customer as a financing statement to protect Vendor's security interest in the Equipment. Until such time as the Fees are paid in full, Customer shall: (a) maintain the Equipment in good operating condition; (b) keep the Equipment free from liens and encumbrances; and (c) not permit use of the Equipment in any manner likely to be injurious to the Equipment.

7. WARRANTIES Vendor makes no representations or warranties, express or implied, concerning the Equipment. Vendor shall provide for Customer to receive all manufacturer's warranties in connection with the Equipment and all rights to make claim for breach of warranty that are or may be available with respect to the Equipment, to the extent allowed by the manufacturer. Within ninety (90) days of Service(s) performed by Vendor, Vendor will provide free warranty Services on-site without additional charge to Customer to resolve any material issues arising from the Service(s) rendered by Vendor. After such ninety (90) day period, Customer must pay Vendor's standard Services fees and travel rates for such on-site Services. NO OTHER WARRANTIES. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR

USE, OR PERFORMANCE OF ANY EQUIPMENT, SHALL BE OR BE DEEMED TO BE A WARRANTY OR REPRESENTATION BY VENDOR FOR ANY PURPOSE, NOR GIVE RISE TO ANY LIABILITY OR OBLIGATION OF VENDOR WHATSOEVER WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. FOR AVOIDANCE OF DOUBT, VENDOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND EXPRESSLY DISCLAIMS THE SAME.

8. TERM AND TERMINATION This Agreement shall commence as of the Effective Date and shall continue until both (1) the Equipment and Services set forth in the quote are provided in full to Customer and (2) all Fees due under the quote are paid in full by Customer to Vendor (the "Term"). This Agreement may be terminated by either Party if the other Party materially breaches any provision of this Agreement and the breach is not cured within thirty (30) days after written notice of such breach; or by either Party, if the other Party (A) becomes insolvent, (B) files, or has filed against it, a petition for voluntary bankruptcy or pursuant to any other insolvency law, (C) makes or seeks to make a general assignment for the benefit of its creditors, (D) applies for or consents to the appointment of a trustee, receiver, or custodian for a substantial part of its property or business; or (E) appears on the Office of Inspector General exclusion list. Following the termination of this Agreement, Vendor shall invoice Customer for all outstanding Fees, and Customer shall pay all such amounts to Vendor per the payment terms set forth above.

9. INTELLECTUAL PROPERTY "Intellectual Property Rights" means all intellectual property rights comprising or relating to (i) patents; (ii) trademarks; (iii) copyrights; (iv) works of authorship, expressions, designs, design registrations, internet domain names, software, firmware, application programming interfaces, schematics, data, data files, databases, and other documentation, whether or not copyrightable or otherwise registrable, and whether or not registered; (v) trade secrets; and (vi) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated therewith. Customer acknowledges and agrees that: (a) any and all Vendor's Intellectual Property Rights are the exclusive property of Vendor or its licensors ("Vendor's IP"); (b) Customer shall not acquire any ownership interest in any of Vendor's IP under this Agreement; (c) any goodwill derived from Customer's use of Vendor's IP Rights inures to the benefit of Vendor or its licensors, as the case may be; (d) if Customer acquires any Intellectual Property Rights in or relating to any Equipment by operation of law, such rights are irrevocably assigned to Vendor or its licensors without further action by the Parties; and (e) Customer shall use Vendor's IP only in accordance with this Agreement and the instructions of Vendor. Customer shall not: (w) challenge or take any action that interferes or infringes in with any of Vendor's rights in or to Vendor's IP; (x) make any claim or take any action adverse to Vendor's ownership of Vendor's IP; (y) engage in any action that tends to disparage, dilute the value of, or reflect negatively on the Equipment, Services, or any of Vendor's IP; or (z) alter, obscure, or remove any of Vendor's trademarks, copyright notices, or any other proprietary rights notices placed on the Equipment or other materials supplied by Vendor.

10. INSURANCE During the Term and for two years after the termination or expiration, Customer shall, at its own expense, maintain insurance in full force and effect with reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Upon Vendor's request, Customer shall provide Vendor with a certificate of insurance from Customer's insurer(s) evidencing the insurance coverage. Customer shall provide Vendor with at least 30 days' advance written notice in the event of a material change in Customer's insurance policies.

11. RELATIONSHIP OF THE PARTIES It is understood that the Equipment and Services which Vendor will provide to Customer under this Agreement shall be in the capacity of an independent contractor and not as an employee or agent of the Customer. Nothing herein shall be construed to create a joint venture or partnership between the Parties or an employer/employee or agency relationship.

12. ENTIRE AGREEMENT This Agreement, including any related exhibits or other documents incorporated by reference, constitutes the entire agreement between the Parties with respect to the subject matter herein, and supersedes all other understandings, agreements, representations, and warranties. In the event of any inconsistency between this Agreement and any other document, this Agreement shall control. Customer may submit a Purchase Order to Vendor, but Customer acknowledges that any Purchase Order is for administrative convenience only. VENDOR HEREBY OBJECTS TO AND REJECTS ANY AND ALL DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN ANY PURCHASE ORDER SUBMITTED TO VENDOR BY OR ON BEHALF OF CUSTOMER.

13. NOTICES All notices under this Agreement ("Notice") must be in writing and addressed to the other Party at its address set forth herein or as otherwise provided to the other Party in writing. All Notices must be delivered by personal delivery or nationally recognized overnight courier (with all fees pre-paid), with a duplicate copy sent by email. Notice is effective only (a) upon receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section. Routine communications, including but not limited to, scheduling of appointments may be communicated via electronic mail or other electronic means, provided that such communications shall not constitute Notice under this Agreement. Notice will be required for significant contractual events, including but not limited to termination, amendment, or dispute resolution. The Parties acknowledge and agree that routine communications sent through informal means are intended for informational purposes only and do not carry the same legal significance as Notices required under this Agreement.

e3 Headquarters
3333 N Kennicott Ave.
Arlington Heights IL 60004
United States

e3 Diagnostics

United States
Page 2 of 6

Deleted: and expenses due and owing under this Agreement

Commented [MRS]: OK to delete the marked wording. However, I have reinstated that you "shall pay all such amounts to Vendor per the payment terms set forth above."

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Deleted: <#> **CONFIDENTIALITY** "Confidential Information" means all non-public, confidential, or proprietary information disclosed by either Party, which is related, directly or indirectly, to this Agreement and the Equipment or Services provided hereunder, that is either (i) marked or identified as confidential or, if given orally, is confirmed in writing as being Confidential Information within thirty (30) days; or (ii) that a reasonable person would understand to be confidential due to the context and nature of its disclosure. Neither Party shall have any obligation with respect to Confidential Information, which: (i) was already in the receiving party's possession prior to receipt from the disclosing party, as evidenced by written records, without any obligation to keep it confidential; (ii) is disclosed to the receiving party by a third party having a legal right to make such disclosure; (iii) is or becomes part of the public domain other than through breach of this Agreement; (iv) is developed independently of Confidential Information received from disclosing party; or (v) is disclosed pursuant to a subpoena, order, government request, law, regulation, or other legal proceeding, provided, however, that prior to disclosure, receiving party shall provide the disclosing party with (a) prompt written notice of such requirement; and (b) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure, at the disclosing party's expense. The Parties each agree: (x) to protect the Confidential Information disclosed by the other Party with the same care used to protect its own Confidential Information from disclosure, but in no event less than commercially reasonable care, and (y) to notify the disclosing party, in writing, immediately upon the occurrence of any unauthorized disclosure of Confidential Information of which it is aware. Neither Party shall input any Confidential Information into any third party or open-source artificial intelligence technology platform unless the operator of such platform is bound to protect such Confidential Information by equal or greater confidentiality obligations as are contained in this Agreement. ¶

Deleted: Except where prohibited by law, Customer shall require its insurer(s) to waive all rights of subrogation against Vendor and Vendor's insurers.

14. CHOICE OF LAW AND VENUE This Agreement and all matters relating to this Agreement will be governed by the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding relating to this Agreement shall be instituted exclusively in a United States District Court in Ohio or, if such court does not have subject-matter jurisdiction, the courts of the State of Ohio and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such proceeding. The Parties irrevocably and unconditionally waive any objection or claim based on the venue or inconvenient forum of any suit, action, or proceeding in such courts.

15. GENERAL Both Parties are in compliance with and shall comply with all applicable laws and regulations. Each Party represents that it has and shall maintain all the licenses necessary to carry out its obligations under this Agreement, if any. Any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration. If any term or provision of this Agreement is found by a court to be invalid, illegal, or unenforceable, such a determination shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon determination that a provision is invalid, illegal, or unenforceable, the Parties will negotiate in good faith to modify this Agreement to effect the original intent of the Parties in a mutually acceptable manner. This Agreement may only be amended or supplemented by an agreement in writing signed by each of the Parties. Neither Party may assign any of its rights or obligations hereunder without the prior written consent of the other Party, consent shall be unreasonably withheld, conditioned, or delayed; provided, however, that Vendor may assign this Agreement, without prior consent, to any affiliated entity or in connection with an organizational restructuring. Any assignment in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning party of any of its obligations. This Agreement shall be binding on and inures to the benefit of the Parties to this Agreement and their respective successors and permitted assigns. This Agreement benefits solely the Parties and their respective successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

16. EXPORT CONTROL AND SANCTIONS COMPLIANCE Customer shall not sell, export, or re-export any Equipment supplied to it by Vendor, directly or indirectly, (i) to the Russian Federation, (ii) for end-use in the Russian Federation, or (iii) to a third party in violation of sanctions laws, rules, or regulation enacted or issued by the United Nations, the European Union, or the United States. Customer shall ensure that the purpose of this clause 19 is not frustrated by any third parties further down the commercial chain. Any violation of this clause 19 shall be considered a material breach of the Agreement between Customer and Vendor, and Vendor shall be entitled to terminate the Agreement as well as any other agreements between or among Customer and Vendor (or their respective affiliates) with immediate effect without any right for compensation for Customer (or its affiliates).

17. FORCE MAJEURE Neither Party shall be responsible for delays or non-performance (except for obligations to make payments to the other Party hereunder) caused by activities or factors beyond its reasonable control, including without limitation, war; fires; acts of God; natural disasters; terrorism; riots; pandemics or public health emergencies (whether or not declared by a governmental entity or health authority); epidemics; any governmental laws, orders, regulations, actions, embargoes, or blockade; national or regional emergency; labor stoppages or slowdowns; industrial disturbances; shortage of adequate transportation; or any other activities or factors beyond its control, whether similar or dissimilar to any of the foregoing. Notwithstanding the foregoing, the affected party shall promptly provide written notice thereof to the other Party, which notice shall include a detailed description of the event of the force majeure along with the affected party's estimate of time such event will delay or prevent performance. Additionally, the affected party shall use all reasonable efforts to limit the impact of the event of force majeure on its performance. If any event of force majeure continues for at least thirty (30) consecutive days, the non-affected party will have the right to immediately terminate this Agreement.

18. COUNTERPARTS This Agreement may be executed in counterparts (including electronically), each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other electronic means shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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WAIVER AND LEGAL FEES No waiver by any Party of any of the provisions of this Agreement will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise or delay in exercising any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor preclude any other exercise thereof or the exercise of any other right, remedy, power, or privilege. In the event of any legal action brought by Vendor for breach of this Agreement, Vendor will be entitled to reimbursement by Customer of all costs, expenses and legal fees incurred in obtaining a remedy to the Customer's breach, including any appeal.¶

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ADDITIONAL TERMS & CONDITIONS FOR SERVICES

These additional terms and conditions outline the details and arrangements for installation, training, calibration, maintenance, and repair services provided by Vendor to Customer under the Agreement and to set forth the obligations of each Party to ensure compliance and completion of any Services. In addition to the General Terms and Conditions outlined above, Customer accepts the following terms and conditions related to the Services provided by Vendor:

1. VENDOR'S OBLIGATIONS Vendor will perform the applicable Services: (a) in accordance with the terms and conditions set forth in this Agreement and the applicable quote; (b) using personnel of required skill, experience, and qualifications, which may include authorized subcontractors; (c) in a timely, workmanlike, and professional manner; and (d) in accordance with reasonable industry standards in Vendor's field. Additionally, Vendor will: (i) present all applicable documentation to Customer, (ii) leave the Equipment and surrounding environment at Customer's premises in the same or similar condition as it was upon arrival, and (iii) coordinate scheduling of Services with Customer as set forth below.

2. CUSTOMER'S OBLIGATIONS Customer shall ensure all necessary Site Preparations are in accordance with Vendor instructions for the Services. Such site preparations may include, but are not limited to, provision of electric power, HVAC requirements, accessibility to site, and the provision of sufficient flooring for all Equipment ("Site Preparations"). Additionally, Customer will: (i) provide access to any IT systems necessary for the Services, (ii) provide an authorized Customer representative to remain on-site and be available to answer questions and, if applicable, to sign-off that the Services were performed, (iii) ensure a quiet environment for Vendor to complete the Services, (iv) for training services, ensure all necessary staff members are available on the scheduled day of training and are properly prepared for training, and (v) coordinate scheduling of Services with Vendor as set forth below.

3. SCHEDULING CUSTOMER will contact Vendor to schedule applicable Services, unless otherwise agreed upon in writing by Vendor. Customer and Vendor shall use reasonable means of communication to schedule Services and scheduling must be agreed upon by both Parties, confirmed in writing (electronic communications permissible). Customer must provide Vendor with written notice if there is a need for a schedule change and Vendor may bill Customer a rescheduling fee for such change. Should Customer be unavailable on the day of scheduled Services, a same-day cancellation fee will be charged to Customer in addition to a rescheduling fee.

4. SERVICES FEES The Fees for Services shall be set forth in the quote above, or, for future Services, provided in a separate quote at Vendor's then-current market rate for such Services at the time of quotation.

Deleted: Customer will bear any costs incurred by Vendor as a result of Customer's failure to provide adequate facilities and Site Preparations for the provision of the Services.

Commented [MR13]: From Wadsworth City Schools: What are the referenced fees?

Commented [MR13R2]: This is variable based on the situation, but the cost should not exceed \$250

ADDITIONAL TERMS & CONDITIONS FOR SOUND ROOM PURCHASES

In addition to the General Terms and Conditions outlined above, Customer accepts the following terms and conditions governing any purchase and installation of Sound Rooms:

1. DELIVERY A tentative install date will be set at the time the order is placed with the manufacturer. Every effort will be made to meet the agreed upon delivery date. However, actual delivery date and time will be dependent upon the common carrier trucking company selected by the factory. Customer shall notify the Vendor of any known delay at least four (4) weeks PRIOR to the scheduled installation date.

2. INSTALLATION The installation must be completed during Vendor's normal business hours, Monday-Friday, unless otherwise agreed by the parties in writing. If Customer (a) delays and/or cancels the installation within fourteen (14) days prior to the installation, or (b) fails to have the site ready for the Sound Room installation on the installation date, Customer will be charged a fee of \$3,000 as additional installation charges for expenses incurred by the Vendor in relation to travel and other associated costs to arrive at the installation site on-time, and for Vendor's installation team remaining idle due to the Customer's failure to prepare the site for installation. Customer agrees to pay these additional installation charges within thirty (30) days of receipt of the invoice.

3. STORAGE If the site is not ready for the Sound Room installation on the agreed upon delivery date and the Sound Room is ready to be shipped or has been shipped, Customer will be responsible for any storage charges from the manufacturer or shipping and/or storage charges from the common carrier trucking company arising from the delay.

4. SITE PREPARATION Vendor is not responsible for removal of the ceiling, ceiling panels soffit, or trim above or around the Sound Room for installation or removal. Vendor must be notified before coming on-site if asbestos is present in any form. Customer is responsible to ensure the site has a minimum Sound Room clearance of four (4) inches on the sides and rear, one (1) inch beyond the ventilation panels, and the floor is able to support the published weight. Customer must make easily accessible an area outside of the building, as close as possible to the installation site or service elevator, for the delivery truck during the installation period. Prior placing the order with manufacturer, Vendor must be notified if a receiving dock is not available at the installation site. If a lift gate truck is needed, there may be an additional charge, when pre-approved by the Customer.

5. ELEVATOR If the Sound Room is NOT going to be installed on the ground floor at the installation site, the Customer is responsible for ascertaining suitability of the elevator and supplying to Vendor the dimensions of the elevator to be used for transporting the Sound Room panels. Elevator dimensions and suitability for transporting panels is required before the order can be placed with the manufacturer. If the elevator is not adequate to accommodate standard Sound Room panels, the Customer is responsible for any charges for special transporting (i.e. hand carry upstairs, crane charges for window access, etc.) and/or manufacturing costs to modify the Sound Room panels to fit on the installation site's elevator. Customer will ensure that Vendor has priority access to the service elevator during the installation to prevent delays and additional charges, when pre-approved by the Customer.

6. RECESSED PIT It is the sole responsibility of the Customer or their concrete contractor ("Contractor") to ensure the Sound Room pit size, pit depth, pit edge, and pit finish meets the manufacturer's "Pit Specifications." Delays in the installation of the Sound Room due to non-conforming Pit Specifications will be subject to additional charges.

7. ELECTRICAL, FIRE, AND SPRINKLER CONNECTIONS Due to varying local standards, Vendor will not be responsible for meeting local building code (or UL) requirements or installing fire, electrical components, or sprinkler systems. The Customer is responsible for any hard wiring or plumbing required in the installation or removal of the Sound Room beyond plugging into a standard wall outlet. To meet local requirements, it is suggested that the Customer contact a local approved and licensed electrician or plumber prior to the installation date. For safety, a twenty (20) amp single-phase circuit with separate wire ground (Hospital Grade) is recommended.

8. HVAC CONNECTIONS The typical Sound Room is not hooked up to the building HVAC system. Vendor is not responsible for hooking up or disconnecting HVAC connections to the building. If HVAC connections are utilized, the Customer is responsible for the purchase and professional installation of required special duct silencers and the flexible drop connection of the Sound Room.

9. PACKING AND CRATING MATERIALS Vendor is not responsible for the removal of packaging/crating materials other than to a designated on-site location that must be provided by Customer.

10. SCRATCHES AND PAINTING Every effort will be made to not incur paint scratches in the finish of the Sound Room. However, due to the nature of Sound Rooms, some scratches are inevitable. Vendor is not responsible for painting Sound Rooms or touch-up painting of scratches (due to color matching) that may occur during a normal installation. It is recommended the Customer consider professional electrostatically painting their rooms to match their office decor.

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Commented [MR16]: From the school: Additional charges need to be specified or language inserted that they have to be agreed upon by the customer

Commented [MR16R2]: OK

11. RELOCATING EXISTING SOUND ROOMS In the disassembly of an existing Sound Room, damage or dents may normally occur to Sound Room panels and joiners while breaking the caulk sealing these parts together. New parts may unexpectedly be required and will be subject to additional charges to the Customer.

Customer is responsible for their architect, contractor or project manager contacting Vendor to discuss and coordinate the project.

Commented [MR17]: From the school: Additional charges need to be specified or language inserted that they have to be agreed upon by the customer

Commented [MR17R2]: OK



SERVICE AGREEMENT
"ORC 3313.845 Contract"

Type

- ☐ New
☒ Amendment

Terms of Assurance

This agreement will be in effect for the Summer 2026 (June 1, 2026 - July 31, 2026)

Between

The Educational Service Center of Medina County
and
Wadsworth City School District

	<u>Service to be performed</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Add	1:1 Aide/Paraprofessional	360	\$24.99	\$8,996.40
				\$8,996.40

The students receiving the services are:

Administrative Fee is 3% of total contract.

Mileage will be charged at the approved IRS rate for all required travel between buildings.

Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).

The Wadsworth City School District will be billed on a monthly basis and agrees to pay the Educational Service Center of Medina County the contract amount listed above plus Administrative Fee for the service specified in this agreement.

For the Educational Service Center of Medina County

For the Wadsworth City School District

Treasurer Date

Treasurer Date

Superintendent Date

Superintendent Date

With regard to any therapy services 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 debarred.

ADDENDUM NO. 1 TO AGREEMENT

This Addendum No. 1 (this "Addendum") is entered into by Brakefire, Inc. dba Silco Fire & Security ("Silco") and Wadsworth City Schools ("Customer"). This Addendum amends the agreement between Silco and Customer for the site at 625 Broad Street, Wadsworth, Ohio 44281, bearing Quote Date May 27, 2026 and executed on behalf of Silco on June 15, 2026 (the "Agreement"). Capitalized terms used but not defined in this Addendum have the meanings given in the Agreement.

RECITALS

A. The Services under the Agreement include fire alarm cellular communicator installation and commercial fire alarm monitoring.

B. The Agreement as executed omits the additional terms and conditions that govern system installation and modification work, alarm monitoring services, and maintenance plans.

C. The parties intend to add those terms to the Agreement, to apply them as of the Commencement Date, and to leave the balance of the Agreement in force.

The parties agree as follows:

1. Incorporation of Additional Terms. The terms attached as Exhibit A and titled "B. System Installation and Modification Work – Additional Terms & Clarifications," "D. Alarm Monitoring Services – Additional Terms & Conditions," and "E. Maintenance Plans – Additional Terms & Conditions" (the "Additional Terms") are incorporated into the Agreement and form part of it as if set forth in the Agreement in full. The Additional Terms apply to the Services from the Commencement Date.

2. Deleted Text. Text shown with strikethrough is deleted, is not incorporated, and has no force or effect.

3. Order of Precedence. If a provision of the Additional Terms conflicts with a provision of Section A, Section B, or Section C of the Agreement, the Agreement controls to the extent of the conflict. The Additional Terms otherwise supplement the Agreement and do not limit it.

4. Limitation of Liability. The Limitations of Liability provision in Section B of the Agreement applies to all Services, including system installation and modification work, alarm monitoring services, and any maintenance plan, and it governs over any inconsistent limitation, exclusion, or disclaimer in the Additional Terms.

5. No Other Changes. Except as stated in this Addendum, the Agreement remains unchanged and in full force and effect. The parties ratify and confirm the Agreement as amended by this Addendum. This Addendum does not revive any term struck from the Agreement, and no course of dealing, invoice, purchase order, or other document supersedes this Addendum.

6. Effective Date. This Addendum takes effect as of the Commencement Date, regardless of the date of signature.

7. Counterparts and Electronic Signatures. The parties may execute this Addendum in counterparts, each of which is an original and all of which together form one instrument. An electronic or scanned signature has the same effect as an original.

8. Authority. Each person signing below represents that he or she holds authority to execute this Addendum on behalf of the party for which he or she signs.

The parties execute this Addendum as of the dates written below.

BRAKEFIRE, INC. dba SILCO FIRE & SECURITY

Signature

Name: _____

Title: _____

Date: _____

WADSWORTH CITY SCHOOLS

Signature

Name: _____

Title: _____

Date: _____

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

B. System Installation and Modification Work – Additional Terms & Clarifications

1. The quoted price **does not include** permit cost. Permit cost, if any, will be billed separately.
2. The quoted price **does not include** premium time installation (outside of Silco's normal business hours of Monday – Friday, 8am to 5pm, excluding holidays).
3. The quoted price **does not include** union/prevaling wage labor.
4. The prices in Silco's quotation are based on Silco's current supplier costs as of the date of the quotation. In the event of any Silco supplier cost increases ("Cost Increases"), Silco reserves the right to pass these increases through to the Customer. After the contract award and before parts are received by Silco, Silco also reserves the right to pass any Cost Increases through to the Customer. Such increases will be communicated to the Customer in writing and will take effect when the Customer agrees to the cost increases.
5. Silco will provide design, submittal package, permitting, installation, project management, testing and one (1) final acceptance test with the local authority having jurisdiction.
6. Changes in scope and/or design will be billed separately, including any AHJ required changes.
7. This proposal is based on Silco technicians having unfettered access to the facility, otherwise a change order will be required.
8. Fire watch is not included for a system outage. Contact your local AHJ for procedures and documentation on how to remain compliant with local, state, and federal codes during a system installation or replacement.
9. The control panels will need a dedicated 120VAC circuit (customer responsibility). Interlocks, fan shutdown and/or damper activation circuits (if applicable), monitoring and other auxiliary functions are not included in the quoted price. Silco will provide dry contacts located inside the control panel for interlocks.
10. If delays caused by others exceed 60 days and affect Silco's ability to procure parts at the original quoted price, Silco reserves the right to adjust pricing. The Customer must agree to the pricing.
11. Equipment cannot be ordered until the system design plan is complete (and approved / permit issued by the authority having jurisdiction for fire protection systems). Silco cannot guarantee the delivery date of the equipment. Silco is subject to supplier inventory and stock.
12. Upon completion, ~~Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope.~~ Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.



13. Silco warrants that in the event any equipment installed by Silco becomes defective within 1 year for fire protection systems and 90 days for security systems from the date of completion of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. Work performed outside of Silco's scope is excluded from this warranty. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA and must keep and maintain records of such inspections, testing and maintenance and provide such records to Silco upon request.

14. Water Based Fire Protection Systems

- a. It is the Customer's responsibility to consult with their engineer/architect, insurance company, fire department, and any other Authority Having Jurisdiction to confirm the occupancy and commodity storage classification Silco has been requested to design to is correct and meets their design requirements.
- b. The system may not be concealed until inspected and hydrostatically tested (air test not acceptable).
- c. Pipe may be run through cold spaces (garage, attic, etc.) to provide required coverage. Soffits, boxes, and other means of insulation and / or heating, as required to prevent system components from freezing, is excluded, and is a Customer responsibility. Temporary heat during construction is also excluded.
- d. Cutting, patching and repairing of existing finishes as well as concealing exposed piping is excluded.
- e. Silco shall not be responsible for corrosion of system components due to local water composition.
- f. Fire rating of piping penetrations shall be provided by Customer, unless otherwise noted. Silco will typically make piping penetrations through existing walls and structures during installation, unless otherwise noted herein. If Silco piping is installed prior to walls or structures, Customer shall be responsible for "leave outs", holes, and "fire rating" of penetrations thereafter.
- g. Installed CPVC sprinkler Systems have compatibility listings that must be followed to prevent damage to the system. These include but are not limited to caulking, insulation, cleaners, solvents, and oil-based items used by any or all other contractors involved in building construction and maintenance. Compatibility information is available at the following websites:
 - h. www.fbcsystemcompatible.com
 - i. <https://spearsmfg.com/flameguard.htm>
- j. Silco shall have no liability related to the use of non-compatible substances used by anyone other than Silco.
- k. Silco is not involved in the removal, handling, storage, transportation, or disposal of PFOS and PFOA foam products. ~~Customer agrees to hold harmless and indemnify Silco from all claims and liabilities that may arise.~~



- ~~I. To the extent allowed by law, Customer agrees to indemnify, hold harmless and defend Silco against any and all claims, suits, and demands from any person or entity including, but not exclusively, the property owner and the present and future occupants of the property, arising out of or in any way related to moisture damage, including but not exclusively structural damage and/or personal injury caused in whole or part by Customer's failure to identify, assess or remediate any moisture intrusion and the damages resulting from the same including pre-existing moisture intrusion, moisture intrusion resulting from the process of performing sprinkler work or repairs and future moisture intrusion originating from any source other than the particular sprinkler components expressly included in the work.~~

15. Bi-Directional Amplifier Systems (BDAs)

- a. Regarding signal strength surveys, survey results only reflect the conditions at the time of the survey. Signal strength is likely to change over time for various reasons. BDA systems may need to be modified as these changes occur. Any modifications or additional surveys are outside the scope of services proposed by Silco.

16. Total Flood Clean Agent Fire Suppression Systems

- a. Sealing of room is critically important; it must be sealed well enough to hold the required agent concentration for a specified period of time. The quoted price does not include sealing of the hazard (sealing/caulking penetrations, door closers, door sweeps, etc.). One "Door Fan Room Integrity Test" is included to verify if the room is sufficiently sealed to meet fire code requirements.



C. Term of Agreement for Services

Regarding Alarm Monitoring and or Maintenance Plans contained in this Agreement ("Services"), the initial term shall be year(s) from the date the first service is performed or from the date of this Agreement ("Initial Term"), whichever is later ("Commencement Date"). ~~Thereafter, this Agreement shall automatically renew for one (1) year successive renewal terms unless Customer provides written notice of termination at least sixty (60) days prior to the expiration of the Initial Term or any renewal term. If Customer terminates the Agreement without the required notice, Customer agrees to pay fifty (50) percent of value of the annual Services. Silco may terminate this Agreement at any time upon sixty (60) days written notice.~~

~~Following the Initial Term, the Company reserves the right to adjust prices for Services as deemed necessary to reflect changes in operational costs, industry standards, or other relevant factors.~~

D. Alarm Monitoring Services – Additional Terms & Conditions

1. Limited Warranty

Silco makes NO EXPRESS WARRANTIES including, without limitation, the condition of the equipment and makes NO IMPLIED WARRANTIES INCLUDING ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED, OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED: ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED. Customer acknowledges that any affirmation of fact or promise made by Silco shall not be deemed to create an express warranty.

SILCO SHALL NOT BE LIABLE FOR ANY GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH ARE EXPRESSLY EXCLUDED HEREBY.

2. Customer's Duties and Responsibilities

Customer shall carefully and properly operate, set, maintain and test their System in a manner prescribed by NFPA, any Authorities Having Jurisdiction, their insurance company, and/or the System manufacturer.

It is the sole responsibilities of the Customer to: (I) furnish any necessary telephone service, lines, jacks, network or internet connection at Customer's expense (II) furnish an necessary electrical service (III) confirm that the telephone, computer, or network equipment is compatible with the System when there are changes to the telephone equipment, network or internet services rendered to Customer by the telephone, cable provider, or other such company and (IV) test the System and areas and zones of coverage periodically, at least monthly and whenever changes are made to the System or to the telephone, network, electrical, or internet service for the Premises.

Customer is solely responsible for providing and maintaining any computer network facilities (WAN, LAN), computers, or databases that interface and/or are connected to System according to the Silco and manufacturer specifications and requirements. Customer will provide the necessary bandwidth, router configurations, internet protocol (IP), gateway, and subnet mask addresses as well as timely, qualified assistance for troubleshooting and connecting to their network facilities.



Customer is solely responsible for any devices or systems that connect to the System e.g. fire suppression, HVAC, lighting, elevators, doors, locks, openers, gates, etc. For elevator recall applications, customer is to supply telephone lines and all elevator control equipment, programming, and testing. Should any such peripheral or collateral system cause malfunction, decrease effectiveness, or disable System, responsibility for the same is with Customer and shall void Silco's warranty.

Customer agrees to furnish to Silco and to maintain with it an updated list of alarm user codes and passwords, and an updated list of names of individuals, and phone numbers that should be notified in the event of an alarm and to which Silco may respond to requests for service or changes to the System, also collectively referred to as the Contact List. Customer shall also furnish a written opening, closing, and holiday schedule, or other special instructions, if applicable to the services provided herein. Customer agrees to provide all information, changes, revisions and modifications to Silco in writing in a timely manner.

Customer understands and agrees that additional electronic protection and equipment is available, no alarm system can guarantee prevention of loss, that human error on the part of Silco or the municipal authorities are always possible, and that signals may not be received if the transmission mode is cut, interfered with, or otherwise damaged.

Customer is responsible for training and advising their Contact List, personnel, and representatives of proper System operation, procedure, and servicing.

3. Central Station Monitoring. Remote Station Monitoring

Central Station Monitoring service consists solely of contacting governmental emergency services and/or the Customer's Premise and/or Customer's contract list no more than once upon receipt of alarm signals transmitted from the System to the central station. Silco's efforts to notify governmental, emergency service or Customer's Contact List shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to Silco in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications.

Upon receipt of an alarm signal and prior to telephoning any other person or entity, Silco may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises to confirm the necessity to report the receipt of an alarm signal to the Contact List or any other person, or governmental emergency service. Upon an alarm, if an



authorized passcode holder requests not to contact governmental emergency services, Silco will abide to the request but shall have no liability for not contacting governmental emergency services. In the event of a false alarm, Silco shall not be responsible for false alarm fines unless such false alarm is the fault of Silco. No monitoring service shall be rendered for undefined or unintelligible signals. Customer may request a copy of their current Contact List or a list of their System alarm zones and the associated Alarm Signals anytime for clarification, review, and changes.

4. Suspension of Service

Customer agrees that Silco's obligations hereunder are waived automatically without notice and Customer releases Silco for all loss, damage and expense in the event that the central station, telephone network, equipment, or facilities necessary to operate the System or central station are destroyed, damaged, inoperable or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of Silco's liability.

5. Additional Terms of Service

Should Customer default hereunder, or upon termination of monitoring services for any reason, or if the System becomes a "runaway" System excessively sending signals to Silco's central station without apparent reason, Customer authorizes and empowers Silco to, without limitation, do any one or both of the following: 1) shut-down the Panel and/or System and/or render some or all of the Equipment incapable of signaling locally or communicating with any central station ~~or 2) ignore signals sent to the central station.~~ The exercise of such rights shall not be deemed a waiver of Silco's right to damages, and Silco shall have the right to enforce all other remedies or rights. In the event of "runaway" or "excessive signals", the Customer must authorize and pay for Silco to remedy the situation within 24 hours to avoid possible charges for signals sent.

6. Transmission of Alarm Signals

Customer understands that transmission of signals or voice from the System may be via either wireless/cellular signal or wire (telephone line, internet connection, etc.) and that alternative or additional protection can be installed at Customer's request and expense as a back up to any one of these transmission modes. Customer further understands that for Equipment which transmits signals via wireless/cellular transmission, such transmission of messages is probabilistic by its nature and that it can be affected by ground interference, atmospheric conditions, etc. Customer acknowledges that the System is not infallible and Customer acknowledges that the System or the Transmission of signals for the System by wireless/cellular, telephone



line, or internet may be interrupted, circumvented or compromised, i.e. cut telephone line or internet access; and that the central station will likely have no knowledge of these possible events.



E. Maintenance Plans – Additional Terms & Conditions

For certain systems, Silco may offer a "Maintenance Plan", whereby Silco bills the Customer a fixed monthly rate for a Maintenance Plan, in exchange for Silco providing repairs to the system as requested by the Customer for ordinary "wear and tear". Unless specifically excluded in a Silco proposal, Silco's Maintenance Plan fees cover labor, parts, and trip charges during normal business hours (8am - 5pm, Monday - Friday, excluding holidays). Auxiliary systems or other systems connected to the system are not covered unless explicitly specified. System refills and recharges are excluded. Software support, software licensing/updates, door hardware, and electric door strikes are not covered unless explicitly specified. For proprietary systems, for which Silco is not a dealer, the Maintenance Plan does not cover the control panel(s). Repairs derived from acts of God, customer damaged equipment, vandalism, conduit, and wiring are excluded. When the time comes that certain parts are no longer available from the manufacturer, Silco shall not be obligated to repair or replace the system or system components. It is assumed that the system is in good working order and was properly installed at the time the Customer enrolls in the Maintenance Plan. Repairs for any pre-existing deficiencies will be billed on a time and materials basis. Additional exclusions may apply as specified in Silco's proposals.

The Customer acknowledges that the governing codes and standards require a building owner or manager to perform many duties. I

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**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 2026-2027 school year (i.e., July 1, 2026, through June 30, 2027) 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.

Independent Contractor Agreement and Waiver of Liability Form

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:
_____ Tim Beck* 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

Independent Contractor Agreement and Waiver of Liability Form

**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 2026-2027 school year (i.e., July 1, 2026, through June 30, 2027) 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:**

Tim Beck*
Board President (In Official Capacity Only)

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

FOR TEAM PHYSICIAN:



[Handwritten signature]

7/14/2026

Authorized Pursuant to Board Resolution No. _____

* This Agreement has no legal effect absent Board approval

**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 2026-2027 school year (i.e., July 1, 2026, through June 30, 2027) 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

Independent Contractor Agreement and Waiver of Liability Form

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 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.**

Independent Contractor Agreement and Waiver of Liability Form

FOR THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION: _____ Tim Beck* Board President (In Official Capacity Only) _____ Douglas D. Beeman* Treasurer (In Official Capacity Only)	FOR INDEPENDENT CONTRACTOR: _____
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Authorized Pursuant to Board Resolution No. _____

* This Agreement has no legal effect absent Board approval

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**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 2026-2027 school year (i.e., July 1, 2026, through June 30, 2027) 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

Independent Contractor Agreement and Waiver of Liability Form

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 provision 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 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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Independent Contractor Agreement and Waiver of Liability Form

**FOR THE WADSWORTH CITY SCHOOL
DISTRICT BOARD OF EDUCATION:**

Timothy Beck*
Board President (In Official Capacity Only)

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

FOR INDEPENDENT CONTRACTOR:



7/9/26

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 Summa Physicians LLC dba Summa Health Medical Group ("SHMG") enter into the following agreement for SHMG's provision of Dr. Robert Crawford ("Dr. Crawford" or "Team Physician") to provide volunteer team physician services to the Board:

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. Crawford shall constitute a licensed health care provider for purposes of R.C. 3313.68(C) and R.C. 3313.721.
2. Engagement: Through SHMG, the Board engages Dr. Crawford as an independent contractor for the performance of certain professional services. Specifically, Dr. Crawford shall make examinations, which shall include tests, to determine the existence of defects and diagnoses of all children referred to Dr. Crawford.
3. Term: This Agreement is effective as for the 2026-2027 school year (i.e., July 1, 2026, through June 30, 2027) and is expressly contingent on Dr. Crawford holding a license to practice medicine in Ohio. SHMG understands that this Agreement shall terminate automatically if Dr. Crawford 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. Crawford are no longer needed. SHMG may terminate this Agreement at SHMG's option upon thirty (30) days prior written notice to the Board.
4. Payment: SHMG, through Dr. Crawford, is providing the professional services outlined under this Agreement as part of its commitment to community benefit and without charge to the Board.
5. Other Compensation: Both SHMG and Dr. Crawford agree 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. This shall not prohibit Dr. Crawford from seeing a parent or student in his SHMG office and following SHMG's billing and collection policies and procedures for such visit(s).
6. Duties: Dr. Crawford shall hold himself 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. Crawford shall devote such time as may be reasonably required to perform Team Physician duties under this Agreement. Dr. Crawford shall maintain, for the duration of this Agreement, any license required by law to perform the services required by this Agreement.

Independent Contractor: In consideration of this Agreement, Dr. Crawford 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. Crawford. Dr. Crawford 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. Crawford shall exercise independent professional judgment in the rendering of services for the Board.

7. Instrumentalities and Tools: SHMG shall supply the instrumentalities and tools necessary to perform the services as a Team Physician under this Agreement.
8. Indemnity and Hold Harmless: SCHOOL shall indemnify, defend and hold harmless both SHMG and Dr. Crawford, 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 SHMG and/or Dr. Crawford 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 SHMG and Dr. Crawford under this Agreement. SCHOOL shall provide SHMG 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 SHMG and Dr. Crawford 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. Crawford. 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 SHMG and Dr. Crawford. SCHOOL shall provide SHMG 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.

SHMG 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. Crawford. SHMG's obligations under this Agreement shall not exceed \$1,000,000 per incident and \$3,000,000 aggregate per year. In no case, shall SHMG or Dr. Crawford be considered personally liable for indemnifying and holding harmless the Board, SCHOOL, its officers, directors, agents, and employees, under this Agreement.

9. Release and Waiver of Liability: Dr. Crawford shall perform work under this Agreement at his own risk. Accordingly, the Board requires as a condition of Dr. Crawford'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, SHMG and Dr. Crawford 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, SHMG and Dr. Crawford both agree to keep confidential and not release or permit access to any and all student personally identifiable information to which SHMG and/or Dr. Crawford is exposed to under this Agreement except as authorized by law.

11. Criminal Records Check: Dr. Crawford agrees that the Team Physician Services provided under this Agreement may require Team Physician to work unsupervised with children on a regular basis. As a result, SCHOOL requires 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 begins his duties and as a condition of Team Physician's continued Team Physician Services under this Agreement. Pursuant to Policy 8142 if a criminal records check indicates that Team Physician have been convicted of, or pleaded guilty to, any of the offenses described in R.C. 3319.39(1) Team Physician shall not be permitted to perform any services for SCHOOL.
 12. Compliance With Policies: SHMG shall require Dr. Crawford 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 SHMG 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.
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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 provision 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.
 19. Authority: The undersigned represent that they have the authority to enter into this Agreement and that this Agreement does not violate any other Agreement previously entered into by either of the parties.

Thank you for your interest in being an independent Team Physician for the Wadsworth City School District ("SCHOOL"). 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:**

_____*
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 Summa Physicians LLC dba Summa Health Medical Group:

Name: _____
Title: _____

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: **CommonLit, Inc.**



Signature

July 7, 2026

Date

For the Wadsworth City School District Board of Education:

Signature of Treasurer

Date



MOSELEY ELEVATOR

Quote Date

7/7/2026

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Elevator Maintenance Agreement (Full Maintenance)

7/7/2026

Customer

Wadsworth Community Center YMCA
625 Broad St.
Wadsworth, OH 44281

Location

Wadsworth Community Center YMCA
625 Broad Street
Wadsworth, OH 44281

Moseley Elevator Service proposes to furnish the necessary labor and material to perform work as follows.

Equipment

Elevator	State #
YMCA Community Center – Car 3	

Service Coverage

Moseley Elevator Service (Moseley Elevator) shall select and furnish all supplies, materials, labor, labor supervision, tools, equipment and lubricants necessary to provide preventive maintenance, adjustment, replacement and repair service for the Equipment at the Location strictly in accordance with the terms and conditions of this Agreement.

Moseley Elevator shall, **EVERY QUARTER**, systematically examine, adjust, lubricate and, if conditions warrant as determined by Moseley Elevator, repair or replace the items listed below. Moseley Elevator shall not be responsible for maintaining any other component.

- Control Panels: The relays, contacts, coils, conductors, switches, fuses, transformers, reactors, resistors, wiring, indicating lamps and isolation components.
- Position Control Devices: The transducers, inductors, tape drives, plates, switches, contacts, gears, chains, bearings, shafts, cams, sheaves, conductors, relays, coils, fuses, transformers, resistors and indicating lamps.
- Car Equipment: The guide shoes, roller guides, switches, load weighing equipment, car door operators, drive belts, drive chains, contacts, solid state components, door protective devices, car door hangers, relating cables, door gibs, wiring, fixture buttons and button contact assemblies, buzzers, chimes, indicator lamps and emergency light units (excluding batteries).
 - Inspect and adjust (not replace) car door operator and door protection devices, card door hangers and tracks.



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- Hoistway Equipment: The switches, traveling cables, wiring, door interlocks, relating cables, door hangers, door gibs, door closers and landing door operators.
- Landing Equipment: The hall fixture buttons and button contact assemblies, chimes, gongs, indicator lamps, alarms and annunciators.
- Hydraulic Components: The drive belts, tank heaters, low oil alarm units and exposed piping in the machine room or hoistway.
 - Inspect and adjust (not replace) when necessary: pump unit: pump, motor, valve, bearings, hydraulic oil
- Traction Elevator Components: Inspect, adjust, and clean (not replace): Machines, motors, worms, gears, governors, thrust bearings, drive sheaves, selector motor, brake assemblies, pads, lining, disks, magnetic coils, brushes, commutators, hoist ropes/belts, drives, generators.
- Examine and Clean: elevator hoistway equipment including, rails, inductors, hatch door hangers and tracks, relating devices, switches, car tops, pits, and machine rooms
- Safety Testing: Perform annual no-load (Category 1). It is agreed and understood that Moseley Elevator shall not be held liable for any damage to the equipment or to the building resulting from any safety testing performed.

NOTE: Testing of the equipment can result in equipment failure or damage to the equipment. Moseley Elevator will take reasonable precautions to minimize the possibility of damage. If defects are found before the test, our technician will stop work and you will be notified of any costs necessary to make corrections. If damages or defects are incurred during the test, which result in test failure, these defects will have to be remedied before the elevator can be re-tested and a satisfactory report can be sent to the State of OH. Costs for any additional repairs or tests are not included in this proposal.

Maintenance Control Program

MES will furnish and update a Maintenance Control Program (MCP) per the Ohio Department of Commerce. The MCP includes Moseley Elevator's maintenance tasks and records documentation which shall be used to record all maintenance, repairs, replacements, and tests performed on the equipment, and is provided with each unit as required by the code and kept in the machine room.

Emergency Communications

MES offers a 24-hour telephone monitoring and emergency call service as part of this agreement, after phones are re-programmed to call Moseley Elevator.

This agreement assumes that there is an active phone line and communication device that can be programmed.



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Excluded From Coverage

The following equipment and services are hereby expressly excluded from coverage under this Agreement and are not the responsibility of Moseley Elevator:

Car and entrance finish materials, including ceilings, handrails, decorative panels, flooring, subflooring, returns, gates, doors, and sills, car light fixtures and decorative lighting, proprietary parts, PC Boards, software, parts only available from the original equipment manufacturer, door drives, door motors, brake assembly, smoke detectors, heat detectors, sump pumps, any repairs or replacements due to failures detected during or due to maintenance or testing or buried or unexposed hydraulic plunger/cylinder assemblies or piping, all packing seals, all batteries and elevator telephones.

Moseley Elevator will not be required to: (1) make any replacements with parts of a different design or type, (2) alter, update, modernize, or install new components to the equipment, or (3) make any repairs required due to an obsolete or discontinued part of the equipment.

Power or mainline disconnects, fuses, feeders, and any associated wiring.

Pre-existing State Violations, Violations or items identified as premaintenance repairs outlined in conditions report.

Hours and Manner of Work

Moseley Elevator shall perform all work under this Agreement, including call-back service, during regular working hours of the regular working days, M-F 7:30 AM to 4:00 PM.

OT Bill Full Amount

Moseley Elevator shall perform emergency minor adjustment call-back service on overtime and Customer shall be charged for the full overtime expense at Moseley Elevator regular billing rates.

Defined Billing Rates:

Straight Time: \$250/hour

1.7x Over Time: \$350/hour

2x Over Time: \$400/hour

* Billing rates are subject to annual review and price adjustment, **which will never exceed 5% annually.**

Damage

Moseley Elevator will not be responsible for repair or replacement of elevator equipment due to natural disaster, vandalism, negligence, or misuse by persons other than the Contractor, its representative and employees.

Customer's Responsibilities

Customer shall:

Retain exclusive possession and control of the Equipment, including the day-to-day use, operation and management of the Equipment.



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Be responsible for instructing and warning passengers in the proper use of the Equipment and for taking the Equipment out of service when it becomes unsafe, operates in a manner that might cause injury to a user or fails to function normally.

Promptly report to Moseley Elevator any and all accidents, incidents and/or conditions, which may need attention while maintaining necessary and proper surveillance of the Equipment. After service is provided, Moseley Elevator will communicate with the customer the status of equipment, potential risks, inefficiencies, code issues, or upgrade recommendations which have been identified. Keep the pits and machine room free and clear of water and trash and shall not permit them to be used for storage. Not permit any third party to adjust, repair or replace any of the Equipment. Provide Moseley Elevator full and free access to the Equipment for the purpose of providing maintenance and/or conducting evaluations in accordance herewith.

Moseley Elevator shall not be required to install, modify, remove or maintain equipment which may be recommended by insurance companies, federal, state, municipal or other governmental authorities, or as may be required by any federal, state or local law, unless additionally compensated by Customer for such work or installation in an amount agreed upon by the parties.

Moseley Elevator shall not be responsible for adjustment, repairs or replacement of the Equipment necessitated by any cause other than normal wear and tear, including, but not limited to, accidents, vandalism, misuse, abuse or neglect of the Equipment. Customer shall authorize Moseley Elevator in writing to make all such adjustments, repairs or replacements of the Equipment which become necessary due to such causes and shall separately compensate Moseley Elevator for such work; provided that if Customer fails to provide such written authorization or the parties are unable to agree to Moseley Elevator compensation for such work, Moseley Elevator may terminate this Agreement upon thirty (30) days notice to Customer.

If it is necessary to perform repairs or required testing which are not included in the scope of this agreement, Customer will be notified of the nature of the work with the estimated cost of materials and labor, which Moseley Elevator will complete upon Customer approval.

We reserve the right to discontinue work in the building whenever our personnel do not have a safe place to work. You agree that if Moseley Elevator's inspection of a Unit serviced under this agreement reveals an operational problem that causes multiple shutdowns and or callbacks, a proposal will be provided to address the issue, if the proposed solution is not approved, Moseley Elevator reserves the right to terminate the service agreement or bill for related callbacks. Moseley Elevator also reserves the right to cancel the agreement due to lack of payment. You are responsible for 100% of the current outstanding invoices for services rendered and 50% of the balance of the remaining term of our agreement.

Price

The charge for Moseley Elevator maintenance services under this Agreement shall be the sum of: \$190.00 per month, paid Semi-Annually.

The payment is due Net 30 Days and prior to our first maintenance visit. This agreement is subject to an annual review and price adjustment.



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Term and Termination

The services to be furnished pursuant to this Agreement shall commence on 7/1/2026 and shall continue until 7/1/2029 (the "Initial Term") unless sooner terminated in accordance herewith. This Agreement shall not automatically renew and will expire at the end of the Initial Term on 7/1/2029. Any continuation of services beyond this date shall be subject to a new agreement mutually negotiated and accepted by both parties.

Terms & Conditions

1. MES shall cover any component failure directly caused by negligent testing or improper testing procedures performed by MES.
2. If ownership is dissatisfied, they retain the right to provide a 30-day cancellation notice with cause, provided that a cure has been requested and not responded to or resolved within 30-days of the initial written notice to MES.
3. If the Owner seeks proposals for work outside the scope of this Agreement, MES shall be given the opportunity to review and match competing pricing. Owner agrees to notify MES of any third-party work performed on the equipment during the term of this Agreement.



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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives on the day and year first above written.

Submitted by:

Kaelyn Roberts

Kaelyn@moseleyelevator.com

Approvals:

Moseley Elevator Service

Customer

By: _____

By: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

BILLING CONTACT INFORMATION TO BE COMPLETED FOR PROCESSING:

Contact Name: _____

Contact Phone #: _____

Email Invoices will be submitted to: _____

Invoices will come from accounting@moseleyelevator.com (please approve email so no spam)



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Preventive Maintenance Agreement Plan

The Agreement is made by and between: Smith & Oby of Cleveland, Ohio herein after known as the Contractor and Wadsworth City School District Board of Education, herein after known as the Customer.

Smith and Oby Service Company is providing Wadsworth City School District Board of Education a system of maintenance for the equipment at Franklin Elementary. The system of maintenance is described by the attached schedules listed below.

- ***Schedule "A":** Describes the level of service being provided by the Agreement.*
- ***Schedule "B":** Describes the limit of liability and the terms and conditions.*
- ***Schedule "C":** Describes the equipment covered by the Agreement.*

The service agreement price is **\$4,582** per year, payable in annual installments. The first payment is due within 30 days of the service coverage start date of August 1, 2026. Coverage shall be provided for 1 year.

The schedules attached to the service Agreement constitute the entire Agreement between **Smith and Oby Service Company** and Wadsworth City School District. The service Agreement remains the property of **Smith and Oby Service Company** and is provided for **Smith and Oby Service Company's** use only. This service Agreement is subject to management approval by **Smith and Oby Service Company**. No waiver, change or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

Contractor: By: _____

DATE: _____

Customer: By: _____

DATE: _____

SCHEDULE A

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time, use and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor will bill separate for labor, travel and expenses to repair or replace worn or failed parts and for the parts and components.

The Agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. The Contractor will bill for replacement of parts and major components.

No service will be started without verbal or written approval from customer.

Emergency Service

The contractor is on call and can provide all labor, travel and expenses, parts and materials seven days a week, twenty-four hours a day. Emergency Service is invoiced separately from the Agreement.

No service will be started without verbal or written approval from customer.

SCHEDULE B

Terms and Conditions

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. All maintenance tasks will be performed during the Contractor's normal working hours.
4. The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
5. The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages. No service will be started without verbal or written approval from customer.
6. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
7. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.
8. Service outside of what is covered under this agreement will not be started by Smith and Oby unless provided verbal or written approval by customer.

Limitations of Liability and Indemnities

1. The Contractor is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any cause beyond Contractor reasonable control.
2. Smith and Oby will be responsible for damages caused by the actions of their employees while on site and Wadsworth Schools will be responsible for anything not related to the on site actions of Smith and Oby employees.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
2	Gas Boiler	250				

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
-----	------	---------	------	-------------	---------

Gas Boiler Maintenance Requirements		
BLGASPart	Function	Tasks Required
Burner Section	Heat transfer from fuel to heating medium	Check flame shape & composition Perform combustion testing Check draft Inspect & clean nozzles & orifices Adjust & calibrate air/fuel ratio Clean igniters & pilot
Boiler Section	Store heating medium during heat transfer	Inspect for leaks Clean all surfaces Perform water check Perform chemical check
Controls & Limits	Control fuel input to maintain desired temperature and safety	Perform operational tests & calibrations of: Control sequences, Hi-temp safety, Flame failure, Hi/Low fuel pressure, Low water blow down - fuel
Relief Valve	Provides safety to system if controls fail	Ensure valve closes using try lever test
Exhaust Flue	Provides route for combustion gases to exhaust	Flue gas analysis Clean & inspect for soot or corrosion
Gas Train	Regulates fuel input to boiler	Check operation of safety valves

Gas Boiler Maintenance Requirements		
		Check main valve for proper operation Inspect for any leaks Check for gas shut off valve Check gas for proper operation pressure valve
Gauges & Instruments	Indicates temperature status or pressure	Inspect for proper operation & calibration



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Preventive Maintenance Agreement Plan

The Agreement is made by and between: Smith & Oby of Cleveland, Ohio herein after known as the Contractor and Wadsworth City School District Board of Education, herein after known as the Customer.

Smith and Oby Service Company is providing Wadsworth City School District Board of Education a system of maintenance for the equipment at Grizzly Academy. The system of maintenance is described by the attached schedules listed below.

- **Schedule "A":** Describes the level of service being provided by the Agreement.
- **Schedule "B":** Describes the limit of liability and the terms and conditions.
- **Schedule "C":** Describes the equipment covered by the Agreement.

The service agreement price is **\$6,258** per year, payable in annual installments. The first payment is due within 30 days of the service coverage start date of August 1, 2026. ~~Coverage shall be provided for 1 year.~~

The schedules attached to the service Agreement constitute the entire Agreement between **Smith and Oby Service Company** and Wadsworth City School District Board of Education at the Grizzly Academy. The service Agreement remains the property of **Smith and Oby Service Company** and is provided for **Smith and Oby Service Company's** use only. This service Agreement is subject to management approval by **Smith and Oby Service Company**. No waiver, change or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

Contractor: By: _____

DATE: _____

Customer: By: _____

DATE: _____

SCHEDULE A

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time, use and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor will bill separate for labor, travel and expenses to repair or replace worn or failed parts and for the parts and components.

The Agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. The Contractor will bill for replacement of parts and major components.

No service will be started without verbal or written approval from customer.

Emergency Service

The contractor is on call and can provide all labor, travel and expenses, parts and materials seven days a week, twenty-four hours a day. Emergency Service is invoiced separately from the Agreement.

No service will be started without verbal or written approval from customer.

SCHEDULE B

Terms and Conditions

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. All maintenance tasks will be performed during the Contractor's normal working hours.
4. The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
5. The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages. No service will be started without verbal or written approval from customer.
6. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
7. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.
8. Service outside of what is covered under this agreement will not be started by Smith and Oby unless provided verbal or written approval by customer.

Limitations of Liability and Indemnities

1. The Contractor is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any cause beyond Contractor reasonable control.
2. Smith and Oby will be responsible for damages caused by the actions of their employees while on site and Wadsworth Schools will be responsible for anything not related to the on site actions of Smith and Oby employees.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
6	Rooftop	8.5	Trane			Roof

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
-----	------	---------	------	-------------	---------

Rooftop Maintenance Requirements		
PKRTUPart	Function	Tasks Required
Filter Section	Removes Particles from the air	Replace filters as needed
Fresh Air Damper(Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check belts - replace Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check operating current & voltage Check for vibration Lubricate bearings Check motor insulation

Rooftop Maintenance Requirements		
		resistance Check motor mounts - tighten
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear Check drive coupling & belts Adjust tightness of belts
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Comb bent fins Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Change oil as needed Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces Adjust as needed
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Comb bent fins Check for corrosion & leaks
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Perform draft & combustion test Clean & inspect nozzles Clean & inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks



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Preventive Maintenance Agreement Plan

The Agreement is made by and between: Smith & Oby of Cleveland, Ohio herein after known as the Contractor and Wadsworth City School District Board of Education, herein after known as the Customer.

Smith and Oby Service Company is providing Wadsworth City School District Board of Education a system of maintenance for the equipment at Isham Elementary School. The system of maintenance is described by the attached schedules listed below.

- ***Schedule "A":** Describes the level of service being provided by the Agreement.*
- ***Schedule "B":** Describes the limit of liability and the terms and conditions.*
- ***Schedule "C":** Describes the equipment covered by the Agreement.*

The service agreement price is **\$19,331** per year, payable in annual installments. The first payment is due within 30 days of the service coverage start date of August 1, 2026. Coverage shall be provided for 1 year.

The schedules attached to the service Agreement constitute the entire Agreement between **Smith and Oby Service Company** and Wadsworth City School District Board of Education. The service Agreement remains the property of **Smith and Oby Service Company** and is provided for **Smith and Oby Service Company's** use only. This service Agreement is subject to management approval by **Smith and Oby Service Company**. No waiver, change or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

Contractor: By: _____

DATE: _____

Customer: By: _____

DATE: _____

SCHEDULE A

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time, use and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor will bill separate for labor, travel and expenses to repair or replace worn or failed parts and for the parts and components.

The Agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. The Contractor will bill for replacement of parts and major components.

No service will be started without verbal or written approval from customer.

Emergency Service

The contractor is on call and can provide all labor, travel and expenses, parts and materials seven days a week, twenty-four hours a day. Emergency Service is invoiced separately from the Agreement.

No service will be started without verbal or written approval from customer.

SCHEDULE B

Terms and Conditions

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. All maintenance tasks will be performed during the Contractor's normal working hours.
4. The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
5. The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages. No service will be started without verbal or written approval from customer.
6. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
7. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.
8. Service outside of what is covered under this agreement will not be started by Smith and Oby unless provided verbal or written approval by customer.

Limitations of Liability and Indemnities

1. The Contractor is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any cause beyond Contractor reasonable control.
2. Smith and Oby will be responsible for damages caused by the actions of their employees while on site and Wadsworth Schools will be responsible for anything not related to the on site actions of Smith and Oby employees.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
4	Air Handling Unit	7.5	Trane			
2	Gas Boiler	30	Cleaver Brooks	CFC-700-1000-125HW		
1	Packaged Chillers	130	Trane	CGAM130F2E02AXD2A1A1B1AXXA1C1A		
6	Electric Unit Heater		Trane			
3	Standard Pumps	1	Bell and Gossett			
48	VAVs					

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
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Air Handling Unit Maintenance Requirements		
BLAHUPart	Function	Tasks Required
Dampers	Regulates quantity of air through unit	Lubricate bearings Check for proper operation Adjust & calibrate Clean surfaces Tighten connections
Filters	Remove particles from the air	Clean &/or replace as required
Heating & Cooling Coils	Provides for heat transfer	Clean coils Comb bent fins Check for leaks Inspect for corrosion
Motor	Drives fan	Inspect contacts & starter Check for vibration Tighten electrical connections Tighten mountings Lubricate motor
Fan	Moves air to space being served	Clean & inspect Check for vibrations Check fan rotation
Gas Boiler Maintenance Requirements		
BLGASPart	Function	Tasks Required
Burner Section	Heat transfer from fuel to heating medium	Check flame shape & composition Perform combustion testing Check draft Inspect & clean nozzles & orifices Adjust & calibrate air/fuel ratio Clean igniters & pilot
Boiler Section	Store heating medium during heat transfer	Inspect for leaks Clean all surfaces Perform water check Perform chemical check
Controls & Limits	Control fuel input to maintain desired temperature and safety	Perform operational tests & calibrations of: Control

Gas Boiler Maintenance Requirements		
		sequences, Hi-temp safety, Flame failure, Hi/Low fuel pressure, Low water blow down - fuel
Relief Valve	Provides safety to system if controls fail	Ensure valve closes using try lever test
Exhaust Flue	Provides route for combustion gases to exhaust	Flue gas analysis Clean & inspect for soot or corrosion
Gas Train	Regulates fuel input to boiler	Check operation of safety valves Check main valve for proper operation Inspect for any leaks Check for gas shut off valve Check gas for proper operation pressure valve
Gauges & Instruments	Indicates temperature status or pressure	Inspect for proper operation & calibration
Packaged Chillers Maintenance Requirements		
BLPCHPart	Function	Tasks Required
Filter Dryer	Removes particles from the liquid	Replace filters as needed
Fresh Air Damper(Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear Check drive coupling & belts Adjust tightness of belts
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high	Clean fin surfaces Comb bent fins Check for leaks Check for corrosion

Packaged Chillers Maintenance Requirements		
	pressure liquid Provides heat transfer	
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Change oil as needed Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces Adjust as needed
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Comb bent fins Check for corrosion & leaks
Sump	Storage area for tower water	Clean sump & inspect for corrosion
Water Inlet & Outlet	Provides connections for condenser water	Inspect & check for leaks
Electric Unit Heater Maintenance Requirements		
MSEUHPart	Function	Tasks Required
Fan Motor	Air Circulation	Inspect fan motor for proper operation Check lubrication level and lubricate as necessary Replace or repair components as necessary
Fan Blade	Air Circulation	Inspect fan blade for damage and balance Replace blade if damaged or out of balance
Heating Element	Heat Generation	Inspect heating element for damage and wear Replace heating element if necessary
Control Panel	Control System	Inspect control panel for damage and wear Test all controls and sensors for proper operation Replace or repair components as necessary

Electric Unit Heater Maintenance Requirements		
Limit Switch	Safety	Inspect limit switch for proper operation Replace or repair switch if necessary
Thermostat	Temperature Control	Inspect thermostat for proper operation Calibrate thermostat as necessary Replace or repair components as necessary
Power Switch	Power Control	Inspect power switch for proper operation Replace or repair switch if necessary
Transformer	Control System	Inspect transformer for proper operation Replace or repair transformer if necessary
Relays	Control System	Inspect relays for proper operation Replace or repair relays if necessary
Standard Pumps Maintenance Requirements		
BLPMPPart	Function	Tasks Required
Base	Support for pump	Check pump mounts for tightness/wear Inspect for corrosion
Motor	Provides source of energy to transfer medium through pump	Inspect coils & contacts Check current to motor Perform vibration test Lubricate bearings
Coupling	Links motor to pump	Check for proper alignment Inspect wear Inspect shaft Replace and/or realign
Impeller	Moves medium through pump into pipe system	Listen for proper operation Repair when required
Housing	Provides link to piping system	Check packing & seals for leaks Inspect gaskets - replace Lubricate drive shaft bearings Clean surface

VAVs Maintenance Requirements		
MSVAVPart	Function	Tasks Required
Fan	Airflow	Check fan belt tension and condition Inspect fan blades for damage or wear Test fan motor operation and lubricate as needed
Damper	Air Volume Control	Check damper operation and adjust as needed Inspect damper blades for damage or wear Clean damper and linkage mechanism



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Preventive Maintenance Agreement Plan

The Agreement is made by and between: Smith & Oby of Cleveland, Ohio herein after known as the Contractor and Wadsworth City School District Board of Education, herein after known as the Customer.

Smith and Oby Service Company is providing Wadsworth City School District Board of Education a system of maintenance for the equipment at Lincoln Elementary. The system of maintenance is described by the attached schedules listed below.

- ***Schedule "A":** Describes the level of service being provided by the Agreement.*
- ***Schedule "B":** Describes the limit of liability and the terms and conditions.*
- ***Schedule "C":** Describes the equipment covered by the Agreement.*

The service agreement price is **\$4,582** per year, payable in annual installments. The first payment is due within 30 days of the service coverage start date of August 1, 2026. Coverage shall be provided for 1 year.

The schedules attached to the service Agreement constitute the entire Agreement between **Smith and Oby Service Company** and Wadsworth City School District Board of Education. The service Agreement remains the property of **Smith and Oby Service Company** and is provided for **Smith and Oby Service Company's** use only. This service Agreement is subject to management approval by **Smith and Oby Service Company**. No waiver, change or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

Contractor: By: _____

DATE: _____

Customer: By: _____

DATE: _____

SCHEDULE A

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time, use and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor will bill separate for labor, travel and expenses to repair or replace worn or failed parts and for the parts and components.

The Agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. The Contractor will bill for replacement of parts and major components.

No service will be started without verbal or written approval from customer.

Emergency Service

The contractor is on call and can provide all labor, travel and expenses, parts and materials seven days a week, twenty-four hours a day. Emergency Service is invoiced separately from the Agreement.

No service will be started without verbal or written approval from customer.

SCHEDULE B

Terms and Conditions

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. All maintenance tasks will be performed during the Contractor's normal working hours.
4. The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
5. The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages. No service will be started without verbal or written approval from customer.
6. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
7. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.
8. Service outside of what is covered under this agreement will not be started by Smith and Oby unless provided verbal or written approval by customer.

Limitations of Liability and Indemnities

1. The Contractor is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any cause beyond Contractor reasonable control.
2. Smith and Oby will be responsible for damages caused by the actions of their employees while on site and Wadsworth Schools will be responsible for anything not related to the on site actions of Smith and Oby employees.

SCHEDULE C

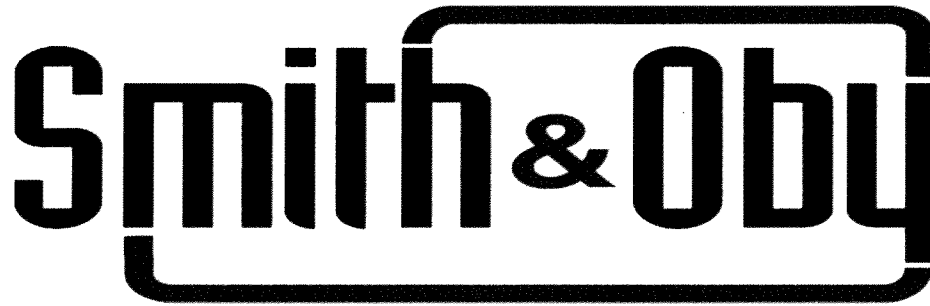
Qty	Type	Size	Manuf.	Model	Serial	Location
2	Gas Boiler	250				

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
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Gas Boiler Maintenance Requirements		
BLGASPart	Function	Tasks Required
Burner Section	Heat transfer from fuel to heating medium	Check flame shape & composition Perform combustion testing Check draft Inspect & clean nozzles & orifices Adjust & calibrate air/fuel ratio Clean igniters & pilot
Boiler Section	Store heating medium during heat transfer	Inspect for leaks Clean all surfaces Perform water check Perform chemical check
Controls & Limits	Control fuel input to maintain desired temperature and safety	Perform operational tests & calibrations of: Control sequences, Hi-temp safety, Flame failure, Hi/Low fuel pressure, Low water blow down - fuel
Relief Valve	Provides safety to system if controls fail	Ensure valve closes using try lever test
Exhaust Flue	Provides route for combustion gases to exhaust	Flue gas analysis Clean & inspect for soot or corrosion
Gas Train	Regulates fuel input to boiler	Check operation of safety valves

Gas Boiler Maintenance Requirements		
		Check main valve for proper operation Inspect for any leaks Check for gas shut off valve Check gas for proper operation pressure valve
Gauges & Instruments	Indicates temperature status or pressure	Inspect for proper operation & calibration



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Preventive Maintenance Agreement Plan

The Agreement is made by and between: Smith & Oby of Cleveland, Ohio herein after known as the Contractor and Wadsworth City School District Board of Education, herein after known as the Customer.

Smith and Oby Service Company is providing Wadsworth City School District Board of Education a system of maintenance for the equipment at Overlook Elementary School. The system of maintenance is described by the attached schedules listed below.

- ***Schedule "A":** Describes the level of service being provided by the Agreement.*
- ***Schedule "B":** Describes the limit of liability and the terms and conditions.*
- ***Schedule "C":** Describes the equipment covered by the Agreement.*

The service agreement price is **\$19,331** per year, payable in annual installments. The first payment is due within 30 days of the service coverage start date of August 1, 2026. Coverage shall be provided for 1 year.

The schedules attached to the service Agreement constitute the entire Agreement between **Smith and Oby Service Company** and Wadsworth City School District Board of Education. The service Agreement remains the property of **Smith and Oby Service Company** and is provided for **Smith and Oby Service Company's** use only. This service Agreement is subject to management approval by **Smith and Oby Service Company**. No waiver, change or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

Contractor: By: _____

DATE: _____

Customer: By: _____

DATE: _____

SCHEDULE A

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time, use and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor will bill separate for labor, travel and expenses to repair or replace worn or failed parts and for the parts and components.

The Agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. The Contractor will bill for replacement of parts and major components.

No service will be started without verbal or written approval from customer.

Emergency Service

The contractor is on call and can provide all labor, travel and expenses, parts and materials seven days a week, twenty-four hours a day. Emergency Service is invoiced separately from the Agreement.

No service will be started without verbal or written approval from customer.

SCHEDULE B

Terms and Conditions

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. All maintenance tasks will be performed during the Contractor's normal working hours.
4. The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
5. The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery or any products, services or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages. No service will be started without verbal or written approval from customer.
6. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
7. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.
8. Service outside of what is covered under this agreement will not be started by Smith and Oby unless provided verbal or written approval by customer.

Limitations of Liability and Indemnities

1. The Contractor is not liable for damage or loss caused by delay in installation or interrupted service due to fire, flood, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, commotion, war, act of nature, or any cause beyond Contractor reasonable control.
2. Smith and Oby will be responsible for damages caused by the actions of their employees while on site and Wadsworth Schools will be responsible for anything not related to the on site actions of Smith and Oby employees.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
4	Air Handling Unit	7.5	Trane			
2	Gas Boiler	30	Cleaver Brooks	CFC-700-1000-125HW		
1	Packaged Chillers	130	Trane	CGAM130F2E02AXD2A1A1B1AXXA1C1A		
6	Electric Unit Heater		Trane			
3	Standard Pumps	1	Bell and Gossett			
48	VAVs					

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
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Air Handling Unit Maintenance Requirements		
BLAHUPart	Function	Tasks Required
Dampers	Regulates quantity of air through unit	Lubricate bearings Check for proper operation Adjust & calibrate Clean surfaces Tighten connections
Filters	Remove particles from the air	Clean &/or replace as required
Heating & Cooling Coils	Provides for heat transfer	Clean coils Comb bent fins Check for leaks Inspect for corrosion
Motor	Drives fan	Inspect contacts & starter Check for vibration Tighten electrical connections Tighten mountings Lubricate motor
Fan	Moves air to space being served	Clean & inspect Check for vibrations Check fan rotation
Gas Boiler Maintenance Requirements		
BLGASPart	Function	Tasks Required
Burner Section	Heat transfer from fuel to heating medium	Check flame shape & composition Perform combustion testing Check draft Inspect & clean nozzles & orifices Adjust & calibrate air/fuel ratio Clean igniters & pilot
Boiler Section	Store heating medium during heat transfer	Inspect for leaks Clean all surfaces Perform water check Perform chemical check
Controls & Limits	Control fuel input to maintain desired temperature and safety	Perform operational tests & calibrations of: Control

Gas Boiler Maintenance Requirements		
		sequences, Hi-temp safety, Flame failure, Hi/Low fuel pressure, Low water blow down - fuel
Relief Valve	Provides safety to system if controls fail	Ensure valve closes using try lever test
Exhaust Flue	Provides route for combustion gases to exhaust	Flue gas analysis Clean & inspect for soot or corrosion
Gas Train	Regulates fuel input to boiler	Check operation of safety valves Check main valve for proper operation Inspect for any leaks Check for gas shut off valve Check gas for proper operation pressure valve
Gauges & Instruments	Indicates temperature status or pressure	Inspect for proper operation & calibration
Packaged Chillers Maintenance Requirements		
BLPCHPart	Function	Tasks Required
Filter Dryer	Removes particles from the liquid	Replace filters as needed
Fresh Air Damper(Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear Check drive coupling & belts Adjust tightness of belts
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high	Clean fin surfaces Comb bent fins Check for leaks Check for corrosion

Packaged Chillers Maintenance Requirements		
	pressure liquid Provides heat transfer	
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Change oil as needed Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces Adjust as needed
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Comb bent fins Check for corrosion & leaks
Sump	Storage area for tower water	Clean sump & inspect for corrosion
Water Inlet & Outlet	Provides connections for condenser water	Inspect & check for leaks
Electric Unit Heater Maintenance Requirements		
MSEUHPart	Function	Tasks Required
Fan Motor	Air Circulation	Inspect fan motor for proper operation Check lubrication level and lubricate as necessary Replace or repair components as necessary
Fan Blade	Air Circulation	Inspect fan blade for damage and balance Replace blade if damaged or out of balance
Heating Element	Heat Generation	Inspect heating element for damage and wear Replace heating element if necessary
Control Panel	Control System	Inspect control panel for damage and wear Test all controls and sensors for proper operation Replace or repair components as necessary

Electric Unit Heater Maintenance Requirements		
Limit Switch	Safety	Inspect limit switch for proper operation Replace or repair switch if necessary
Thermostat	Temperature Control	Inspect thermostat for proper operation Calibrate thermostat as necessary Replace or repair components as necessary
Power Switch	Power Control	Inspect power switch for proper operation Replace or repair switch if necessary
Transformer	Control System	Inspect transformer for proper operation Replace or repair transformer if necessary
Relays	Control System	Inspect relays for proper operation Replace or repair relays if necessary
Standard Pumps Maintenance Requirements		
BLPMPPart	Function	Tasks Required
Base	Support for pump	Check pump mounts for tightness/wear Inspect for corrosion
Motor	Provides source of energy to transfer medium through pump	Inspect coils & contacts Check current to motor Perform vibration test Lubricate bearings
Coupling	Links motor to pump	Check for proper alignment Inspect wear Inspect shaft Replace and/or realign
Impeller	Moves medium through pump into pipe system	Listen for proper operation Repair when required
Housing	Provides link to piping system	Check packing & seals for leaks Inspect gaskets - replace Lubricate drive shaft bearings Clean surface

VAVs Maintenance Requirements		
MSVAVPart	Function	Tasks Required
Fan	Airflow	Check fan belt tension and condition Inspect fan blades for damage or wear Test fan motor operation and lubricate as needed
Damper	Air Volume Control	Check damper operation and adjust as needed Inspect damper blades for damage or wear Clean damper and linkage mechanism



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Preventive Maintenance Agreement Plan

The Agreement is made by and between: Smith & Oby of Cleveland, Ohio herein after known as the Contractor and Wadsworth City School District Board of Education, herein after known as the Customer.

Smith and Oby Service Company is providing Wadsworth City School District Board of Education a system of maintenance for the equipment at Valley View Elementary School. The system of maintenance is described by the attached schedules listed below.

- ***Schedule "A":** Describes the level of service being provided by the Agreement.*
- ***Schedule "B":** Describes the limit of liability and the terms and conditions.*
- ***Schedule "C":** Describes the equipment covered by the Agreement.*

The service agreement price is **\$19,331** per year, payable in annual installments. The first payment is due within 30 days of the service coverage start date of August 1, 2026. Coverage will be provided for 1 year.

The schedules attached to the service Agreement constitute the entire Agreement between **Smith and Oby Service Company** and Wadsworth City School District Board of Education. The service Agreement remains the property of **Smith and Oby Service Company** and is provided for **Smith and Oby Service Company's** use only. This service Agreement is subject to management approval by **Smith and Oby Service Company**. No waiver, change or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

Contractor: By: _____

DATE: _____

Customer: By: _____

DATE: _____

SCHEDULE A

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time, use and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor will bill separate for labor, travel and expenses to repair or replace worn or failed parts and for the parts and components.

The Agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. The Contractor will bill for replacement of parts and major components.

No service will be started without verbal or written approval from customer.

Emergency Service

The contractor is on call and can provide all labor, travel and expenses, parts and materials seven days a week, twenty-four hours a day. Emergency Service is invoiced separately from the Agreement.

No service will be started without verbal or written approval from customer.

SCHEDULE B

Terms and Conditions

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. All maintenance tasks will be performed during the Contractor's normal working hours.
4. The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
5. The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages. No service will be started without verbal or written approval from customer.
6. Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, duct work, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
7. If the equipment covered is altered, modified, changed or moved this Agreement may be adjusted accordingly or terminated.
8. Service outside of what is covered under this agreement will not be started by Smith and Oby unless provided verbal or written approval by customer.

Limitations of Liability and Indemnities

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2. Smith and Oby will be responsible for damages caused by the actions of their employees while on site and Wadsworth Schools will be responsible for anything not related to the on site actions of Smith and Oby employees.

SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
4	Air Handling Unit	7.5	Trane			
2	Gas Boiler	30	Cleaver Brooks	CFC-700-1000-125HW		
1	Packaged Chillers	130	Trane	CGAM130F2E02AXD2A1A1B1AXXA1C1A		
6	Electric Unit Heater		Trane			
3	Standard Pumps	1	Bell and Gossett			
48	VAVs					

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
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Air Handling Unit Maintenance Requirements		
BLAHUPart	Function	Tasks Required
Dampers	Regulates quantity of air through unit	Lubricate bearings Check for proper operation Adjust & calibrate Clean surfaces Tighten connections
Filters	Remove particles from the air	Clean &/or replace as required
Heating & Cooling Coils	Provides for heat transfer	Clean coils Comb bent fins Check for leaks Inspect for corrosion
Motor	Drives fan	Inspect contacts & starter Check for vibration Tighten electrical connections Tighten mountings Lubricate motor
Fan	Moves air to space being served	Clean & inspect Check for vibrations Check fan rotation
Gas Boiler Maintenance Requirements		
BLGASPart	Function	Tasks Required
Burner Section	Heat transfer from fuel to heating medium	Check flame shape & composition Perform combustion testing Check draft Inspect & clean nozzles & orifices Adjust & calibrate air/fuel ratio Clean igniters & pilot
Boiler Section	Store heating medium during heat transfer	Inspect for leaks Clean all surfaces Perform water check Perform chemical check
Controls & Limits	Control fuel input to maintain desired temperature and safety	Perform operational tests & calibrations of: Control

Gas Boiler Maintenance Requirements		
		sequences, Hi-temp safety, Flame failure, Hi/Low fuel pressure, Low water blow down - fuel
Relief Valve	Provides safety to system if controls fail	Ensure valve closes using try lever test
Exhaust Flue	Provides route for combustion gases to exhaust	Flue gas analysis Clean & inspect for soot or corrosion
Gas Train	Regulates fuel input to boiler	Check operation of safety valves Check main valve for proper operation Inspect for any leaks Check for gas shut off valve Check gas for proper operation pressure valve
Gauges & Instruments	Indicates temperature status or pressure	Inspect for proper operation & calibration
Packaged Chillers Maintenance Requirements		
BLPCHPart	Function	Tasks Required
Filter Dryer	Removes particles from the liquid	Replace filters as needed
Fresh Air Damper(Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear Check drive coupling & belts Adjust tightness of belts
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high	Clean fin surfaces Comb bent fins Check for leaks Check for corrosion

Packaged Chillers Maintenance Requirements		
	pressure liquid Provides heat transfer	
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Change oil as needed Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces Adjust as needed
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Comb bent fins Check for corrosion & leaks
Sump	Storage area for tower water	Clean sump & inspect for corrosion
Water Inlet & Outlet	Provides connections for condenser water	Inspect & check for leaks
Electric Unit Heater Maintenance Requirements		
MSEUHPart	Function	Tasks Required
Fan Motor	Air Circulation	Inspect fan motor for proper operation Check lubrication level and lubricate as necessary Replace or repair components as necessary
Fan Blade	Air Circulation	Inspect fan blade for damage and balance Replace blade if damaged or out of balance
Heating Element	Heat Generation	Inspect heating element for damage and wear Replace heating element if necessary
Control Panel	Control System	Inspect control panel for damage and wear Test all controls and sensors for proper operation Replace or repair components as necessary

Electric Unit Heater Maintenance Requirements		
Limit Switch	Safety	Inspect limit switch for proper operation Replace or repair switch if necessary
Thermostat	Temperature Control	Inspect thermostat for proper operation Calibrate thermostat as necessary Replace or repair components as necessary
Power Switch	Power Control	Inspect power switch for proper operation Replace or repair switch if necessary
Transformer	Control System	Inspect transformer for proper operation Replace or repair transformer if necessary
Relays	Control System	Inspect relays for proper operation Replace or repair relays if necessary
Standard Pumps Maintenance Requirements		
BLPMPPart	Function	Tasks Required
Base	Support for pump	Check pump mounts for tightness/wear Inspect for corrosion
Motor	Provides source of energy to transfer medium through pump	Inspect coils & contacts Check current to motor Perform vibration test Lubricate bearings
Coupling	Links motor to pump	Check for proper alignment Inspect wear Inspect shaft Replace and/or realign
Impeller	Moves medium through pump into pipe system	Listen for proper operation Repair when required
Housing	Provides link to piping system	Check packing & seals for leaks Inspect gaskets - replace Lubricate drive shaft bearings Clean surface

VAVs Maintenance Requirements		
MSVAVPart	Function	Tasks Required
Fan	Airflow	Check fan belt tension and condition Inspect fan blades for damage or wear Test fan motor operation and lubricate as needed
Damper	Air Volume Control	Check damper operation and adjust as needed Inspect damper blades for damage or wear Clean damper and linkage mechanism



The Smith & Oby Company • The Smith & Oby Service Company OH Lic. 19624
7676 Northfield Road • Walton Hills, Ohio 4416 • Phone 440-735-5333 • Fax 440-735-5334
Mechanical Contractors Since 1898 • HVAC • Plumbing • Process Piping • Service Contracts

Preventive Maintenance Agreement Plan

The Agreement is made by and between: Smith & Oby of Cleveland, Ohio herein after known as the Contractor and Wadsworth City School District Board of Education, herein after known as the Customer.

Smith and Oby Service Company is providing Wadsworth City School District Board of Education a system of maintenance for the equipment at Wadsworth Middle School. The system of maintenance is described by the attached schedules listed below.

- ***Schedule "A":** Describes the level of service being provided by the Agreement.*
- ***Schedule "B":** Describes the limit of liability and the terms and conditions.*
- ***Schedule "C":** Describes the equipment covered by the Agreement.*

The service agreement price is **\$6,129** per year, payable in annual installments. The first payment is due within 30 days of the service coverage start date of August 1, 2026. Coverage will be provided for 1 year.

The schedules attached to the service Agreement constitute the entire Agreement between **Smith and Oby Service Company** and Wadsworth City School District Board of Education. The service Agreement remains the property of **Smith and Oby Service Company** and is provided for **Smith and Oby Service Company's** use only. This service Agreement is subject to management approval by **Smith and Oby Service Company**. No waiver, change or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by authorized management of Contractor.

Contractor: By: _____

DATE: _____

Customer: By: _____

DATE: _____

SCHEDULE A

Performance Review

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

Reports

Each completed service call is documented by a Contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

Scheduled Tasks

The service program is designed to provide continuing maintenance on the equipment listed in schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The Contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

Maintenance

The run-time, use and application of the piece of equipment determine the equipment service frequency. This information, along with manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

Repair and Replacement

The Contractor will bill separate for labor, travel and expenses to repair or replace worn or failed parts and for the parts and components.

The Agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. The Contractor will bill for replacement of parts and major components.

No service will be started without verbal or written approval from customer.

Emergency Service

The contractor is on call and can provide all labor, travel and expenses, parts and materials seven days a week, twenty-four hours a day. Emergency Service is invoiced separately from the Agreement.

No service will be started without verbal or written approval from customer.

SCHEDULE B

Terms and Conditions

1. Contractor agrees to perform all work professionally and to furnish only materials of good quality.
2. The customer provides reasonable access to all areas and equipment, and allows Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
3. All maintenance tasks will be performed during the Contractor's normal working hours.
4. The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
5. The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however designated, applicable to the price, sale or delivery of any products, services or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages. No service will be started without verbal or written approval from customer.
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SCHEDULE C

Qty	Type	Size	Manuf.	Model	Serial	Location
4	Gas Boiler	250				

SCHEDULE D

Qty	Type	Changes	Size	Manufacture	Unit Id
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Gas Boiler Maintenance Requirements		
BLGASPart	Function	Tasks Required
Burner Section	Heat transfer from fuel to heating medium	Check flame shape & composition Perform combustion testing Check draft Inspect & clean nozzles & orifices Adjust & calibrate air/fuel ratio Clean igniters & pilot
Boiler Section	Store heating medium during heat transfer	Inspect for leaks Clean all surfaces Perform water check Perform chemical check
Controls & Limits	Control fuel input to maintain desired temperature and safety	Perform operational tests & calibrations of: Control sequences, Hi-temp safety, Flame failure, Hi/Low fuel pressure, Low water blow down - fuel
Relief Valve	Provides safety to system if controls fail	Ensure valve closes using try lever test
Exhaust Flue	Provides route for combustion gases to exhaust	Flue gas analysis Clean & inspect for soot or corrosion
Gas Train	Regulates fuel input to boiler	Check operation of safety valves

Gas Boiler Maintenance Requirements		
		Check main valve for proper operation Inspect for any leaks Check for gas shut off valve Check gas for proper operation pressure valve
Gauges & Instruments	Indicates temperature status or pressure	Inspect for proper operation & calibration