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WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING
THURSDAY, NOVEMBER 5, 2026, 3:30 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) Non-teaching Employees

(1) Janet Blaze
(2) Chelsey Ford, eff. 10/19/2026
(3) Dena Kidd, eff. 10/22/2026
(4) Kathy Pickering, eff. 10/29/2026
(5) Matthew Strobel (salary non-teaching), eff. 12/2/2026

b) Classified Substitutes

(1) Deborah Nelson

c) Supplemental Contracts

(1) Scott Back, Carpentry Job Site Teacher Assistant, eff. 8/1/2026
(2) Camdyn Brady, RTI Member (Grizzly Academy)
(3) Cole Packer, Wheelchair Basketball Asst. Coach (volunteer), eff. 11/1/2026
(4) Drake Regan, 9th Grade Boys Basketball Coach
(5) Stefanie Shepperd, RTI Member (Grizzly Academy)
(6) James Welsh, N.F.L. Asst. Coach (volunteer), eff. 10/26/2026

d) Concert Event Worker

(1) Kevin Auerbach

e) Volunteers

(1) Brittney Ambrose
(2) Christopher Brelo
(3) Sarah Cain
(4) Elizabeth Collins
(5) Katie Collins
(6) Amy Dooley
(7) Jennifer Eddins
(8) Shawn Finegan
(9) David Gailey
(10) Sarah Gaugler
(11) Angela Hill
(12) Lindsey Kerr
(13) Madelyn McDonald, eff. 10/12/2026
(14) Lauren McPeek
(15) Jennifer Meillat
(16) Katie Miller
(17) Kayleigh Palcko
(18) Christopher Pethel
(19) Megan Postak
(20) Eavan Prebynski
(21) Sam Turner
(22) Lauren Zebrowski

B. Action Consent Items

1. Recommendation to approve the Group Sales Agreement between GWR Op Lessee OH LLC and the Wadsworth City School District Board of Education

2. Recommendation to approve the Master Services Agreement between the American Benefits Insurance Corporation DBA American Benefits Group and the Wadsworth City School District Board of Education

VII. Board Member Items

A. Ratification of Resignations

1. Debbie Lake, non-teaching employee, retirement, eff. 6/1/2027
2. Jennifer Layton, non-teaching employee, eff. 10/31/2026
3. Brittany Pullen, non-teaching employee, eff. 10/20/2026
4. Matthew Strobel, non-teaching employee (hourly), eff. 12/2/2026

VIII. Set Board of Education Goals for the 2026-2027 School Year

IX. Discussion with PTO Presidents and Other PTO Representatives

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
November 5, 2026

Agenda Detail Sheet

VI. Administrative Items

B. Personnel Consent Items

1. Employments

a) Non-teaching Employees

(1) Janet Blaze: Ms. Blaze is being recommended to fill the student attendant position at Valley View Elementary School that was left open when Ms. Jaiden Mick accepted another position within the district.

(2) Chelsey Ford: Ms. Ford is being recommended to fill the vehicle driver position that was left open when Ms. Lori Purda accepted another position within the district

(3) Dena Kidd: Ms. Kidd is being recommended to fill the Head Custodian I position at Wadsworth High School that was left open when Ms. Laura Risdon resigned.

(4) Kathy Pickering: Ms. Pickering is being recommended to fill the cafeteria/playground aide position at Valley View Elementary School that was left open when Ms. Lori Purda accepted another position within the district.

(5) Matthew Strobel: Mr. Strobel is being recommended to fill the EMIS Coordinator position that will be left open when Ms. Linda McCann retires on January 1, 2027.

B. Action Consent Items

1. **Great Wolf Lodge Agreement:** The Group Sales Agreement between GWR Op Lessee OH LLC and the Wadsworth City School District Board of Education being recommended for approval will allow our high school choir to stay at Great Wolf Lodge on April 30, 2027, as part of their performance at a competition in the Mason area.

2. **American Benefits Master Services Agreement:** The Master Services Agreement between the American Benefits Insurance Corporation DBA American Benefits Group and the Wadsworth City School District Board of Education being recommended for approval will allow for the implementation of the optional high-deductible health savings account plan for employees eligible for medical insurance.

RECORD OF PROCEEDINGS
WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting Date: October 12, 2026

The Wadsworth City Board of Education met in Regular Session on Monday, October 12, 2026, at **7:00** P.M. at James R. McIlvaine Performing Arts Center, 625 Broad Street.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present	Batey, Gordon, Stevens, Beck, Fisher
Absent	
Administrators	**13**
Staff	**6**
Visitors	**51**
Student Liaison	Mason Willmott

26-10-120 APPROVAL OF BOARD MINUTES

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

Special Meeting September 24, 2026

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

STUDENT/STAFF RECOGNITION - OCTOBER

STUDENT	GRADE	SCHOOL
John Ockunzzi	04	Franklin
Austin Russ	04	Isham
Emerson Roberts	04	Lincoln
Mackley Gander	04	Overlook
Emmett Tomsheck	04	Valley View
Callyn Adams	05	WIS
Isabelle Bowser	08	WMS
Simona Marinkovic	12	WHS Career-Technical
Jakoby Currens	12	WHS

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS, AND UPDATES

A. Board of Education Special Meeting: November 5, 2026, at 3:30 p.m.

B. 2025-2026 Quality Profile

C. Future Planning Follow-Up Survey Summary of Results

D. Location of November 9 Board of Education Meeting: WIS Sandy Solaro PAC

PUBLIC PARTICIPATION

Georgia Lilly spoke to the Board and community in support of the levy. She believes that a lack of support from our community means that the only people impacted by not supporting the levy are the students. She reiterated that her child was one of the 45 students who were moved to a new elementary school this fall.

ADMINISTRATIVE ITEMS

26-10-121 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens,** seconded by **Batey,** to adopt the Personnel Consent Items from the October 12, 2026, Regular 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

Rich Berlin	(eff. 10/07/26)
Kirk Kresowaty	(eff. 10/05/26)
Jessica Pfahler	(eff. 09/28/26)

b) Supplemental Contracts

Brody Adams	7th Grade Boys' Basketball Coach
Amy Alexander	Varsity Gymnastics Asst. Coach
Christian Baughman	Asst. Wrestling Coach (Vol.)
Mary Beth Baxley	Co-Director Children's Play

Robert Baxter	Varsity Asst. Football Coach (Vol.)	(eff. 09/16/26)
Cindy Beeman	Varsity Swimming Asst. Coach	
Chad Bever	Boys' Reserve Basketball Coach	
Alec Booth	Girls' Basketball Asst. Coach (Vol.)	
Stephanie Colecchi	WHS Freshman Cheerleading Coach	
Kristy Doyle	WHS Varsity/JV Cheerleading Coach	
Sophia Fortner	Girls' Basketball Asst. Coach (Vol.)	
John Gramuglia	8th Grade Wrestling Asst. Coach (Vol.)	
Tyler Grine	9th Grade Wrestling Coach	
John Hughes	Boys' Varsity Basketball Asst. Coach	
Larry Kaufman	Varsity Wrestling Head Coach	
Caitlin Krauss	Co-Director WHS Comedy	
Debbie Lake	Co-Director Children's Play	
	Co-Director WHS Drama	
Jon Larabee	7th Grade Boys' Basketball Asst. Coach (Vol.)	
Alex Martin	WMS Student Council Advisor (50%)	
Sarah Masuoka	Varsity Gymnastics Coach (50%)	
Derek McCune	Wheelchair Basketball Asst. Coach	
Heidi McCune	Wheelchair Basketball Head Coach	
Baylee Nardo	WMS Student Council Advisor (50%)	
Lindsay Patterson	Co-Director WHS Comedy	
Brianne Pernod	Co-Director WHS Drama	
Greg Pickard	8th Grade Girls' Basketball Coach	
Mark Postak	Girls' Varsity Basketball Asst. Coach	
Autumn Reeves	Varsity Swimming Coach	
Larry Ries	WHS Winter Faculty Manager	
William Schmeltzer	Girls' Basketball Asst. Coach (Vol.)	
Dennis Schrock	Boys' Varsity Basketball Head Coach	
Logan Shiarla	Varsity Wrestling Asst. Coach (Vol.)	
Matt Shiarla	Varsity Wrestling Asst. Coach	
Kip Shipley	Varsity Girls' Wrestling Asst. Coach	
Brad Squire	Reserve Wrestling Coach	
Kristen Stallman	Varsity Gymnastics Asst. Coach (Vol.)	
Chris Steele	Varsity Bowling Asst. Coach	
George Steele	Varsity Bowling Coach (50%)	
	Varsity Bowling Asst. Coach (50%)	
Heidi Steele	Varsity Bowling Coach (50%)	
	Varsity Bowling Asst. Coach (50%)	
Brent Steiner	8th Grade Asst. Wrestling Coach	
Brooke Stout	Asst. N.F.L. Coach (All Events)	(eff. 09/28/26)
Maggie Tittle	Varsity Gymnastics Coach (50%)	
Justin Todd	Winter Weight Room Supervisor	
Sam Valenti	Asst. Wrestling Coach (Vol.)	
Kevin Williams	8th Grade Wrestling Coach	
Josh Wilson	8th Grade Boys' Basketball Coach	
Curtis Ashcraft	Media Communications Events Coordinator	

c) Formal Dance Monitors

Lisa Gale
Allison Parsons

d) Volunteers

Laurie Beal
Rich Berlin
Bambi Bowser
Mike Bowser
Michaella Constantine
Amanda Cramer
Laurie Doran
Lisa Gale
Scott Hulet
Charlotte Lisle
Jessica Martin
Lisa Moore
Stephanie Noble
Jodi Osborne
Abbey Pecnik
Andrea Petkovic
Raechel Skunza
Mandy Snyder
Tamara Stiver
Jason Sulzener
Tracie VanArnam
Rebecca Williams
Sandra Wilson

e) Administrative Two-Year Contract (226-2028)

Kimberly Weick

f) Home Instructor

Mary Linn (eff. 10/12/26)

2. Recommendation to grant unpaid leave to Ms. Stephanie Blaha (Teacher) on December 14-16, 2026.

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

26-10-122 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens,** seconded by **Batey**, to adopt the Action Consent Items from the October 12, 2026, Regular Meeting, as presented:

B. **ACTION CONSENT ITEMS**

1. Recommendation to accept the following donations:

Anonymous	$ 500
Suzie and Craig Hassinger	$2,500
Traci Oliver	$ 500
Anita and Marty Waung	$ 500

2. Recommendation to accept a $10,000 grant from the SME Education Foundation.

3. Recommendation to determine that the following student is impractical to transport for the 2026-2027 school year:

   a) Russell Corwin Old Trail School

4. Recommendation to approve the Agreement for Admission for Tuition Pupils Pursuant to Sections 3327.04, 3327.06, 3323.14, 3317.08 and 3313.841 O.R.C. between the Brunswick Board of Education and the Wadsworth City School District Board of Education. **(ATTACHED)**

5. Recommendation to approve the Ultimate SLP Privacy Policy. **(ATTACHED)**

6. Recommendation to approve the Room and Event Contract between Kalahari Resorts & Conventions and the Wadsworth City School District Board of Education. **(ATTACHED)**

7. Recommendation to approve the 2026-2027 OHSAA Tournament Site Availability Agreement, effective September 29, 2026. **(ATTACHED)**

8. Recommendation to approve the following Esports Ohio Program Membership Applications and Waiver and Release of Liabilities: **(ATTACHED)**

   a) High School
   b) Middle School

9. Recommendation to approve the Worry-Free Commercial Inspection & Treatment Contract between Unity Property & Pest and the Wadsworth City School District Board of Education. **(ATTACHED)**

10. Recommendation to approve the Memorandum of Agreement between the Western Kentucky University College of Health and Human Services and the Wadsworth City School District Board of Education, effective October 2, 2026. **(ATTACHED)**

11. Recommendation to approve the Interagency Agreement/Memorandum of Understanding between the Chippewa Local School District Board of Education, Sacred Heart of Jesus School, and the Wadsworth City School District Board of Education for the 2026-2027 school year. **(ATTACHED)**

12. Recommendation to approve the SLP Toolkit Terms of Service. **(ATTACHED)**

13. Recommendation to approve the Student Data Privacy Agreement for Technology Providers between SLP Toolkit and the Wadsworth City School District Board of Education. **(ATTACHED)**

14. Recommendation to approve the 2026-2027 OHSAA Tournament Site Agreement between the Ohio High School Athletic Association/NEDAB District and the Wadsworth City School District Board of Education. **(ATTACHED)**

15. Recommendation to approve the FY27 Four Cities Compact Advisory List. **(ATTACHED)**

16. Recommendation to approve the Interagency Agreement between the Barberton City Schools, Sacred Heart of Jesus School, and the Wadsworth City School District for the 2026-2027 school year. **(ATTACHED)**

17. Recommendation to bypass a first reading and approve the following Wadsworth City School District Board of Education bylaws and policies:

a)	Bylaw 0145	Filling a Board Vacancy (revised)
b)	Bylaw 0146	Resignation or Removal (revised)
c)	Policy 1231	Outside Activities of Staff (revised)
d)	Policy 2265	Protections of Individual Beliefs, Affiliations, Ideals, or Principles of Political Movements and Ideology (revised)
e)	Policy 2431.07	Extracurricular Participation on Non-Enrolled Public High School Students - Student Athlete Mobility (SAM Act) (new)
f)	Policy 2461	Recording of District Meetings Involving Students and/or Parents (rescind)
g)	Policy 3231	Outside Activities of Staff (revised)
h)	Policy 4231	Outside Activities of Staff (revised)
i)	Policy 5111.01	Homeless Students (revised)
j)	Policy 5224	Youth Membership Organization Access (new)

k)	Policy 5330	Use of Medications (revised)
l)	Policy 5430	Class Rank (revised)
m)	Policy 5463	Credits from Other Schools and Homeschooling Grades and Credits (revised)
n)	Policy 6100	Proper Use of Public Funds (new)
o)	Policy 6423	Use of Credit Cards (revised)
p)	Policy 7540.10	Recording and AI Processing of Communications on School Property and at School Events (new)
q)	Policy 8120	Volunteers (revised)
r)	Policy 8310	Public Records (revised)
s)	Policy 8330	Student Records (revised)
t)	Policy 8470	Sex Offender Notification (revised)
u)	Policy 9700	Relations with Special Interest Groups (revised)

18. Recommendation to approve the following revised job descriptions: **(ATTACHED)**

    a) EMIS Coordinator
    b) Administrative Assistant to the Superintendent
    c) Media Communications Event Coordinator (Supplemental)

19. Recommendation to approve the following memorandums of understanding between the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) and the Wadsworth City School District Board of Education: **(ATTACHED)**

    a) High-Deductible Health Savings Account Optional Plan
    b) Dues Collections

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

21. Recommendation to approve the Musical Agreement between Concord Theatricals and the Wadsworth City School District Board of Education. **(ATTACHED)**

22. Recommendation to approve the Agreement between Holabird & Root, LLC and the Wadsworth City School District Board of Education. **(ATTACHED)**

23. Recommendation to approve the Performance Licensing Agreement between Stage Partners and the Wadsworth City School District Board of Education. **(ATTACHED)**

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

26-10-123 Upon the recommendation of Superintendent Hill, the motion was made by **Stevens,** seconded by **Fisher**, to adopt the Personnel Item from the October 12, 2026, Regular Meeting, as presented:

C. **PERSONNEL ITEM**

1. Julie Batey Volunteer

VOTE: Yea – Fisher, Gordon, Stevens, Beck
Present but not voting - Batey
Nay – None Motion Carried,

ITEMS OF THE TREASURER

26-10-124 Upon the recommendation of Treasurer Beeman, the motion was made by **Fisher,** seconded by **Gordon,** to adopt the Action Items from the October 12, 2026, Regular Meeting, as presented:

A. **ACTION ITEMS**

1. Recommendation to approve the appointment of Todd Gerber to the Library Board of Trustees for the period of January 1, 2027, through December 31, 2030.

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

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

LEGISLATIVE UPDATE

TIM BECK: The original 1975 legislation (Public Law 94-142) authorized the federal government to pay up to 40% of the "average per-pupil expenditure" for special education students. Congress has never actually appropriated the full 40% share. The State of Ohio has asked the federal government to follow its policy under the IDEA-B act.

BOARD MEMBER ITEMS

26-09-112 The motion was made by **Stevens,** seconded by **Batey,** to adopt the Board Member Item Ratification of Resignations from the October 12, 2026, Regular Meeting, as presented:

A. **RATIFICATION OF RESIGNATIONS**

1.	Pamela Garens	Non-Teaching Employee (Crossing Guard position only)	(eff. 09/25/26)
2.	Haley Gladding	Non-Teaching Employee	(eff. 09/16/26)
3.	Judith Madachik	Non-Teaching Employee	(eff. 09/25/26)
4.	Kimberly Weick	Non-Teaching Employee	(eff. 10/13/26)
5.	Tammy Render	Non-Teaching Employee	(eff. 12/01/26)
6.	Laura Risdon	Non-Teaching Employee	(eff. 10/10/26)

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

MASON WILLMOTT: Announced that the first grading period ends October 16, with report cards expected in the coming weeks. Four staff members are being recognized for their outstanding contributions. Football remains undefeated, volleyball leads the conference at 20–2, and Boys' and Girls' Soccer continue their seasons. Girls' Golf and Tennis finished sixth in the league. Choir is preparing for the Winter Spectacular, and the Band continues its performances. Student Council hosted a successful Homecoming, with Nathan Shipley and Nora Love named King and Queen. Hope Squad promoted suicide prevention and awareness at a community walk. HUDDLE is beginning lessons on healthy choices. National Honor Society held a successful blood drive.

AMANDA GORDON: Congratulated Coach Snyder and the volleyball team on the SL title. Wished the CC team good luck as they compete in the SL meet this weekend. Excited about the football 8-0 season. Announced *The Wizard of Oz* drama production is getting ready. Stated that Wadsworth is not a state minimum standard school.

JILL STEVENS: Recognized the Valley View read-a-thon. Stated that the level of services Wadsworth Schools provide is always up to the community.

JULIE BATEY: Reiterated what Amanda Gordon and Jill Stevens stated regarding our District and the level of services. She told a story that Haley Duerr (Overlook Principal) shared and what she observed in her first few months there regarding the support, for example, the community movie night held last month.

TIM BECK: Christopher Dulka (Isham Principal) has offered to develop superhero trading cards for Board members. Tim suggested that "Captain Clarity" be used for Doug Beeman.

Within the office of Student Services, which includes special education:

"Wadsworth City Schools supports approximately **800 Indivi Education Plan (IEP's) District-wide, from preschool through 12th grade**, through a dedicated team of **50 intervention specialists and 92 aides/attendants**, along with related-service providers in speech, occupational and physical therapy, music therapy, audiology, and vision services. The District also partners with the Medina County ESC for behavioral support through **2 behavior specialists and 4 registered behavior technicians** and has a Wilson-trained reading specialist who supports struggling readers and trains staff in specialized reading interventions.

Behind these numbers are dedicated professionals who show up every day with patience, creativity, and a belief in what each student can accomplish. Working hand in hand with families, these teams celebrate progress, work through challenges, and help students discover their strengths. Across all grade levels, WCS provides a continuum of services—from support in general education classrooms to small-group and one-on-one interventions—so students can access learning, build relationships, and experience the joy of reaching their goals.

For students who need the most support, individualized programming emphasizes engaging instruction, practical life and job skills, and increasing independence, including opportunities to work at community job sites with job coaches. Every step forward matters, whether it is mastering a new skill, building confidence, or taking on a new challenge. **With the right support, encouragement, and teamwork, every student has the opportunity to grow, find their strengths, and build a future filled with possibility. That's the power of a school community that believes in every child.**

Because every child is worth the investment, every milestone is worth celebrating, and every opportunity to help a student thrive is worth the effort. That's the power of a school community that believes in every child."

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 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.

EXECUTIVE SESSION

26-10-125 The motion was made by **Gordon,** seconded by **Stevens**, to enter Executive Session at **8:02** p.m.

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

EXECUTIVE SESSION recessed at **9:15** p.m.

ADJOURNMENT

26-10-126 The motion was made by **Fisher**, seconded by **Gordon**, to adjourn at **9:16** p.m.

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

(Signed)_____
Tim Beck, President

(Attested)_____
Douglas D. Beeman, Treasurer

GROUPS MEETINGS
by Great Wolf Lodge

October 12, 2026

Andrew Hill
625 Broad Street
Wadsworth, OH 44281

RE: Wadsworth High School

Event Dates: Friday, April 30, 2027 to Saturday, May 1, 2027

Dear Andrew,

On behalf of the staff and management at Great Wolf Lodge Mason we look forward to the opportunity to host the Wadsworth High School.

Enclosed for your review and signature is the contractual agreement we discussed. Please review it carefully, and if everything meets with your approval, please electronically sign by Thursday, September 24, 2026. If any changes are required to the agreement, please communicate with me directly and I will review and resend the updated agreement for your signature. A copy of the signed agreement will be returned to you for your records. At that time your meeting will be entered into our books on a definite basis.

Thank you for choosing Great Wolf Lodge Mason. Our staff and management are prepared to offer your guests excellent service. We are confident your program will be a complete success, and we look forward to welcoming you and your attendees to Great Wolf Lodge.

At your service,

Tracy Ernst
Sales Manager

GROUPS MEETINGS
by Great Wolf Lodge

GROUP SALES AGREEMENT

This Group Sales Agreement ("Agreement") is made and entered into as of Monday, October 12, 2026 by and between GWR Op Lessee OH LLC ("Hotel") and the organization referenced below ("Group"). This Agreement is specifically subject to the Group Sales Contract Standard Terms and Conditions (attached as Exhibit A hereto and incorporated by reference).

Section I: Description of the Event

Organization: Wadsworth City Schools

Name: Andrew Hill
Street Address: 625 Broad Street
City, State, Zip: Wadsworth, OH, 44281
Phone Number: 330-335-1400 X 21802
Email Address: ahill@wadsworthschools.org
kdavis@wadsworthschools.org

Name of Event: Wadsworth High School

Event Dates: Friday, April 30, 2027 to Saturday, May 1, 2027

Signing Authority: The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement. Group may designate other individuals in writing:

Name:

Name:

Section II: Group Room Reservations

Room Blocks - Upon execution of this Agreement, Hotel agrees that it will hold the following block of rooms at the rate shown below for Group's use. Unless otherwise indicated in writing, Hotel does not guarantee any particular rooms or any specific proximity of rooms in relation to one another. **Check-in time is at 4:00pm and check-out time is at 11:00am, each in local time.** Guests arriving prior to check-in time may be assigned rooms as they become available.

	Fri 04/30/2027	
Room Type	Rooms	Rate
Family Suite, Balcony/Patio	4	$199.00
Loft Fireplace Suite, Balcony/Patio	9	$399.00
Luxury King Suite, Balcony/Patio	2	$199.00

Total Room Nights Contracted: 15
Total Room Revenue: $4,785.00

The above room rates are based on the maximum occupancy based on each room type and are not subject to the additional persons' fee of $20.00 per room, per night.

Great Wolf Lodge is happy to include in your room rate, not only access to the Waterpark but also services and amenities designed to provide guests with enhanced experiences and conveniences. These include water park amenities like life jackets and towels, resort-wide complimentary wireless internet including meeting space, virtual concierge service, in-room amenities such as a coffee maker and mini-fridge. Great Wolf Lodge offers unique experiences such as complimentary arts & craft projects, kids' entertainment programs, and complimentary Wolf Ears for kids 12 and under.

Waterpark hours vary by season and are subject to change. Check with your Sales Manager 30 days prior to arrival for operating hours during your stay.

Parking
Great Wolf Lodge charges $20.00 per vehicle per day/night for parking. For guests staying overnight, they may choose to add parking to their rooms folio upon check-in. For those visiting for the day, the only option for payment will be by credit card, apple pay or google pay by scanning posted QR code and following instructions. **Bus Parking is a (1) time fee of $50.00.**

Taxes - Hotel room rates and resort fee are subject to applicable guest tax, occupancy tax, and state and local taxes, subject to change from time to time in accordance with applicable law.

Tax-Exempt Groups - Groups requesting tax exemption must submit a valid tax-exempt certificate at least thirty (30) days prior to their scheduled function.

Method of Reservation

Group shall submit a rooming list to Hotel. This list must include Group's name, contact, and best contact number, names for each guest occupying the rooms, the type of suite (if applicable), and check-in and check-out dates for each room. Group must promptly submit any changes to the rooming list whether before or during stay. Hotel will charge Group the first night rate for each room plus tax for any rooms canceled within 72 hours of check-in. This charge is in addition to any cancellation or attrition charges owed by Group under this Agreement.

Reservations must be made prior to: Wednesday, March 31, 2027

Section IV: Minimum Revenue, Attrition, Payment Method & Schedule, Cancellation

Minimum Revenue -This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage, and charges for ancillary services. The Hotel is relying upon the agreed revenue outlined within this agreement. Group agrees that a loss will be incurred by Hotel if there is a reduction in the number of functions, commitments, and other services contemplated in this Agreement. The minimum revenue anticipated by both parties under this agreement (excluding taxes and fees) is as follows.

Guest Room Revenue	$4,785.00
Bus Parking	$50.00
Total Minimum Revenue	**$4,835.00**

Rooms Attrition - Hotel is relying on Group to satisfy its commitment to the Group Room Reservations identified herein. Group agrees that a loss will be incurred by Hotel should there be a reduction greater than 10% in total room nights used. Should the room nights actually used by Group be less than 90% of the total room nights, Group agrees to pay, as liquidated damages and not as a penalty, the difference between 90% of the total room nights and Group's actual usage of rooms, multiplied by the average group rate plus any applicable taxes.

Method of Payment; Deposit/Payment Schedule

Deposits - Group must pay Hotel a non-refundable deposit in order to guarantee a hold on the room block and/or meeting space. If Deposit is not received with the contract, Hotel will not be required to hold the room block or meeting space requested by Group, but Group is still liable for all of its obligations under this Agreement, specifically including without limitation, attrition and cancellation charges.

Payment Schedule – Initial deposit and subsequent payments are to be made in accordance with the schedule below. Full payment equal to 100% of estimated charges paid by master account must be received at least 30 days prior to your arrival/event date. **Any additional events/charges added throughout the planning process will change the amount due noted below. These charges along with**

their applicable taxes and fees will added to subsequent deposits or final payment. Charges added after the last payment is made, will be processed at that time. Please note that the amounts listed in the schedule below do ***not*** include the applicable taxes and fees. These charges will be included on final invoice.

Payment Type	Payment Date	Payment Amount
Initial Deposit	Due with contract	$1,200.00
Final	Due 30 days prior	Remaining Balance (to include all taxes, service charge and any remaining function charges over minimum requirement)

Master Account

Item	Description
Master Account Charges	Master account will be responsible for the following charges; Attendee sleeping rooms, meeting/event/audio visual charges, food and beverage as well as applicable taxes and fees. Individuals will be responsible for their own incidental charges. Method of master account payment is reflected below.
Credit Card	Group must electronically complete the Credit Card Payment link with this signed Agreement. The credit card indicated will be charged for any deposit(s). Group may also be required to complete a Credit Card Authorization form which will be used for cancellation, and attrition, as well as any payment remaining due and unpaid. Additional charges incurred by Group while on property will be charged to the credit card for payment of the Master Account following the Program Dates.

Incidentals - If Group is responsible for incidental expenses, Group will prepay all such estimated expenses, or shall be billed to the Master Account. If the individual guests are responsible for incidental expenses, the guest will leave a valid credit card or a cash deposit in an amount determined by Hotel at the time of check-in. Group must inform its members of this requirement.

Cancellation

Cancellation of Individual Room Reservations - If guests are responsible for paying their own accommodations, including any cancellation fees. Without limiting the foregoing, the attrition and cancellation provisions of this Agreement still apply to Group. Cancellation fees from Guests retained by Hotel will be credited to any attrition and cancellation provisions of this Agreement with respect to Group's obligations related thereto.

If Group is responsible for payment of guest accommodations through a master account. Any attrition or cancellation charges will also be charged to such master account.

Cancellation by Group - Group acknowledges that the rates offered by Hotel are based in part upon the total anticipated revenue contemplated by this Agreement, inclusive of guest rooms, meeting space, catering, and ancillary on-site revenue. The Group agrees and understands that in the event of a cancellation by Group, Hotel's actual damages would be difficult to determine. Therefore, Group agrees to pay liquidated damages to Hotel for cancellation, calculated pursuant to the chart below, as a percentage of the Total Minimum Revenue included above, or as otherwise increased exhibited by written communications between the parties following signing of this Agreement ("Anticipated Revenue").

Date of Cancellation Notice	Amount of Liquidated Damages Due
0-60 Days Prior to Arrival Date	100% of Anticipated Revenue
61-90 Days Prior to Arrival Date	85% of Anticipated Revenue
91-180 Days Prior to Arrival Date	65% of Anticipated Revenue
> 180 Days Prior to Arrival Date	50% of Anticipated Revenue

Cancellation by Hotel - In the event Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, unless due to Force Majeure, Hotel will assist Group in finding other accommodations and space at comparable prices, and shall provide, without additional charge to Group, transportation between the alternative site and Hotel. Hotel will immediately refund any deposits received from the Group if Hotel is no longer being used by Group. Hotel's liability is limited to these remedies and Hotel will not be liable for any consequential, punitive, or special damages.

Section V: Miscellaneous

CHAPERONES:

Hotel strongly recommends 1 chaperone, at least 21 years old, per 4 guestrooms. Group must provide contact name and cell phone number for each chaperone and the rooms that they are responsible to monitor. Should cell phone numbers not be available for each chaperone, the group leader will be responsible for contacting and handling situations in all guestrooms. Hotel must have a way to contact a group representative for the duration of their stay.

GROUP AGENDA:

In order to offer the best possible service to your group, the hotel requires an outlined agenda of activities planned while on property. Meal plans, free time and any other information will be very helpful in ensuring that hotel is properly staffed and ready to serve group attendees at peak times. Hotel also requests the off-site activities be outlined in the agenda, so that we can plan accordingly. Enforced "Hibernation Hours" are 11:00pm-7:00am.

GUESTROOM OCCUPANCY:

Group will not exceed maximum occupancies, as posted, per room. Should group exceed the maximum occupancy in a room, the group will be required to purchase additional guestrooms to accommodate the overages and follow the occupancy rule. If hotel occupancy levels do not allow for additional rooms, group will be responsible to relocate the additional individuals to another hotel at their own expense.

CONFERENCE CENTER/MEETING FACILITES:

Groups with attendees will not be permitted in to the conference center/meeting rooms unless scheduled meetings or meals are contracted. Groups under the age of 18 must end all meetings/meals by 11:00pm hibernation time. (Exceptions to the hibernation hours may be made if group hires security, at their own cost, to escort minors back to their rooms upon conclusion of the event.) Group is aware there are other contracted events in meeting space. Group must stay within their contracted meeting spaces. In the event of disruption of other groups group will be asked to leave conference center.

SECURITY:

Security guards will be hired through Great Wolf Lodge approved security companies. Guards must be hired from 11:00pm-7:00am or hours designated in booking agreement.

NOISE COMPLAINTS:

Hotel operates on a "three strike rule". Should security or management have to visit the same room more than two times on a noise complaint, on the third visit, the occupants of the room will be evicted from the hotel. It will be the group's responsibility to arrange for the individuals to have transportation to an alternate location. In addition, rowdiness on elevators, stairwells, hallways, rooms or other public areas will not be tolerated. Hotel will have the right to expel any group member exhibiting such behavior. The group will be responsible for any charges incurred in transporting or securing accommodations at another facility. In addition, should refunds to another party be required due to disturbance, the group will be required to reimburse the hotel.

EXCESSIVE CLEANING FEE:

A designated group representative will have the opportunity to meet with a hotel representative s upon check-out to walk through all group occupied rooms to verify condition in which they are left. Should rooms be left in a manner that is deemed unreasonable or excessively soiled, an excessive cleaning fee of $150.00 per room will be charged. Should group representative waive the right to walk through rooms for inspection, the hotel will have the right to charge the excessive cleaning fee based on the hotel housekeeping management's discretion.

CONSUMPTION OF FOOD AND BEVERAGE:

All food and beverage consumed in our conference center and water park must be purchased through GREAT WOLF LODGE, excluding private guest rooms. We reserve the right to inspect and regulate all private meetings, banquets and receptions in accordance with Hotel Policy and established law. Food

prepared by the hotel and remaining uneaten during a function may not be taken out of the hotel function space. All Federal State and Local laws are strictly adhered to within regard to food and beverage purchase and consumption. ***Hotel reserves the right to assess $10.00 per person charge if outside food or beverage is brought on premise and consumed outside of private guest rooms. Note**: Patio areas and parking lot are included as property public premise. Charges will be based upon the number of individual names on the client provided rooming list.

DAMAGES:

The Hotel will not assume any responsibility for damage to or loss of, any merchandise or articles left in the hotel prior to, during or following your function. Patrons agree to be financially responsible for any damage or harm done to the premises, operating equipment or other guests during the period of time, which they are under your control or an independent contractor, which may be hired by you or your organization. An invoice will be submitted to Group upon damage assessment and costs to repair have been determined. Payment will be submitted to hotel within 30 days of receipt of charge.

* Absolutely no use of confetti, "silly string" or glitter on premises-Should prohibited items be used a cleaning fee will be assessed. No open flame or candles will be permitted.

* * * *

If this Agreement has not been received by Hotel with payment, Hotel may contract with other parties for use of the room block, meeting room, and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group and Hotel has not received Group's signed Agreement, Hotel will contact the Group, but makes no guarantee about the continued availability of the dates desired. Hotel maintains the right to contract with any party until a full executed Agreement exists between parties.
IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in a manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement.

GWR Op Lessee OH LLC

Wadsworth City Schools

Name: Tracy Ernst

Title: Sales Manager

Name: Andrew Hill

Title:

DIRECTOR OF SALES:

Exhibit A - Group Sales Contract Standard Terms and Conditions

1. **General.** The use of Hotel's products and services by Group are expressly conditioned on acceptance by Group without modification of the terms, conditions, and notices contained herein. By signing the Group Sales Agreement, or by use of Hotel's products or services, Group agrees to be bound by all such terms, conditions and notices (collectively with the Group Sales Agreement, the "Agreement").
2. **Definitions:**
   a. "Affiliates" means any legal entity that owns, is owned by, directly or indirectly, controlled by, or a party to a license or brand agreement with, Hotel, where "control" means the beneficial ownership of at least 50% of the voting interests of an entity or the power to direct the management or affairs of such entity.
   b. "Group" means that entity included in the Group Sales Agreement wishing to use Hotel rooms, catering, or other services/facilities.
   c. "Group Sales Agreement" means that certain agreement executed by Group and Hotel related to the use of Hotels' services and/or facilities.
   d. "Hotel" means that entity included in the Group Sales Agreement affiliated with Great Wolf Lodge.
3. **Effective Date and Duration of the Agreement.** Subject to the termination provisions set forth herein, this agreement is effective as of the date the Group Sales Agreement was signed by Hotel and Group. The Agreement remains in effect until terminated in accordance with the provisions of this Agreement, or upon satisfaction of, and payment for, the services contemplated by the Group Sales Agreement.
4. **Relationship of the Parties**. Each the Hotel and Group hereby acknowledge and agree the relationship between the parties shall be that of an independent contractor and nothing contained herein shall be construed or interpreted as creating any other relationship between the parties, including but not limited to, employer/employee, principal/agent, partnership, franchisor, or joint venture.
5. **Payment**. Payment of all invoices is due upon receipt. Invoice remaining unpaid after thirty (30) days of the invoice date will incur an interest charge of eighteen percent (18%) per annum, or the highest amount otherwise allowed by law~~. Group is responsible for all collection fees, attorney fees, or other costs in connection with Hotel's attempt to collect all amounts due hereunder~~. No payment by Group or receipt by Hotel of a lesser amount than any installment or payment of amounts due will be deemed to be other than on account of the amount due, and shall not prejudice Hotel's ability to recover the balance of such amounts due. If the Master Account remains unpaid after sixty (60) days, in addition to other remedies, Hotel may, at its sole option and without penalty, elect to cancel subsequent and future arrangements, agreements, or functions at Hotel or at Hotel's Affiliates made by Group without penalty and with or without notice.
6. **Right of Inspection/Entry**. Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or property, or any activity which is otherwise generally accepted as non-family friendly in Hotel's sole discretion, Hotel has the right to immediately cancel the event, and in such case, Group and its guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges pursuant to the terms of the Agreement.
7. **Group's Property.** Hotel is not responsible for the safe-keeping of equipment, supplies, or any valuable items left in any meeting room, hotel, room, or public space. State laws govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group will provide security and assumes responsibility

(including procuring sufficient insurance coverage) for any loss of property. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in the Group Sales Agreement. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

8. **Damages.** Group agrees to assume all liability and expense related to damages to the Hotel as a result of the negligence or willful misconduct of Group or any guest related to Group. Hotel may charge Group's Master Account or directly bill group for any such charges.
9. ~~**Indemnification.** (a) Group shall indemnify, defend, and hold harmless Hotel and its Affiliates, and its and their officers, directors, partners, members, and employees, from and against all demands, claims, damages to persons and/or property, losses, and liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct, misrepresentations, and omissions. (b) Hotel shall indemnify, defend, and hold harmless Group from and against any Claims arising out of or caused by Hotel's gross negligence or for any claims under a theory of strict liability related to Group's use of Hotel's facilities.~~
10. **Termination.** If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose, nature of function or event, or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or in party, and Group will be liable for all payments due, including without limitation, any cancellation charges. Without limiting the generality of the foregoing, Hotel may terminate this Agreement and the Group Sales Agreement without penalty in the event Group, its officers, agents, employees, or representatives commits any act or does anything which tends to bring Group into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on Hotel or its Affiliates by virtue of holding Group's event at the Hotel.
11. **Force Majeure.** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities to the Group, including Acts of God, war, insurrection, state or local government regulations, disaster declarations, strikes, civil disorder, curtailment of transportation facilities greater than 25%, or an epidemic or pandemic declared by the World Health Organization or Centers for Disease Control affecting the locality in which the Hotel facility exists. This Agreement may be terminated, without penalty or fee, for any one of the above reasons by written notice from Hotel. Without limiting the generality of the foregoing, Group acknowledges that certain outside forces or events may require reduced capacity or offerings by Hotel to ensure safety of Group, other transient guests, or the public, and Group shall comply with such safety rules and restrictions provided by Hotel from time to time.
12. **Forum Selection; Attorneys' Fees.** This Agreement will be interpreted in accordance with the laws of the state in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorneys' fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post-judgment proceedings. To the extent permitted by law, the parties hereby waive any right to a jury trial in any action or proceeding regarding this Agreement.
13. **Entire Agreement.** This Agreement, along with the Group Sales Agreement and any attachments thereto, constitute the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by both parties. If handwritten changes are made to the Agreement or Group Sales Agreement, both parties must initial for it to be enforceable.
14. **Miscellaneous.** The person signing the Group Sales Agreement for Hotel and Group each warrant they are authorized to bind the Hotel and Group, respectively. Any provision of this Agreement or the Group Sales Agreement that is deemed unenforceable will be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement or Group Sales Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well to comply with the provisions of this Agreement.

15. **No Assignment.** Group may not assign or transfer this Agreement or the Group Sales Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this agreement by Group, in which case Group will remain liable for any cancellation charges set forth therein.

Master Services Agreement

This Master Services Agreement, including the General Terms and Conditions, Business Associate Agreement, and any SOWs attached hereto or incorporated by reference, (collectively, the "Agreement"), effective the ___ day of _____, 2026 ("Effective Date"), sets forth the terms and conditions related to the provision of administrative services to **Wadsworth City School District** and its affiliates (collectively, "Client") by **American Benefits Insurance Corporation DBA American Benefits Group**, a subsidiary of NFP Corporation, an AON company and its affiliates ("ABG").

This Agreement will cover all services provided by ABG to Client ("Services") as documented in a Scope of Work ("SOW"). In addition, affiliates of ABG may provide Services to Client by incorporating additional SOWs to this Agreement. The General Terms and Conditions of this Agreement may be amended only by a writing signed by the parties. Terms related to specific Services and the fees associated therewith may be added by SOW. Each SOW shall be deemed to incorporate all of the terms of this Agreement, except as expressly set forth therein. Each SOW will be a separate agreement between ABG (or an affiliate of ABG) and Client (or an affiliate of Client). If a SOW is incorporated after initial execution of the Agreement, it will require an additional signature by the parties. Only the entities that are a party to a SOW shall be liable for their respective obligations under that SOW. For the avoidance of doubt, the effective date of each SOW shall be set forth therein.

Any notices which may be required under this Agreement shall be considered as having been given if mailed by U.S. First Class mail, addressed as follows:

If to Client:
Wadsworth City School District
625 Broad Street, Administration Building
Wadsworth, OH 44281

Attn.: _____

If to ABG:
American Benefits Group
PO Box 1209
Northampton, MA 01061-1209

Attn: Robert Cummings

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Master Services Agreement:

Wadsworth City School District

By: _____

Name: _____

Title: _____

Date: _____

American Benefits Group

By: _____

Name: Robert Cummings

Title: Managing Principal

Date: _____

General Terms and Conditions

1. **Fees and Expenses**
   a) Fees for Services shall be charged in accordance with the appropriate SOW detailing the Services or, if no SOW or other writing applies, fees will be determined on a time and materials basis in accordance with ABG's standard billing rates and the value of our services based on our time, complexity, and the level of skill and urgency required.
   b) Fees and expenses are due and payable within thirty (30) days of the invoice date. ABG will invoice Client via email, and all payments will be made via electronic payment. Client will promptly notify ABG of any questions regarding invoices so that ABG can expect timely payment. Interest at point seventy-five percent (.75%) per month will accrue after the invoice due date until payment is received.
   c) Client shall pay any and all taxes, including sales, use, and gross receipt taxes, however designated, that are based on this Agreement or on the charges set forth in any SOW, except for taxes based on the net income of ABG or employment taxes for ABG personnel.

2. **Additional Services and/or Change in Services**
   Client may, at any time, request additions and/or changes to the Services. Such additions and/or changes, including any fees or fee adjustments related to such additions and/or changes, shall be confirmed between the parties and may be documented with a SOW, an amended SOW, or other mutually agreeable writing.

3. **Term and Termination**
   a) This Agreement shall commence on the Effective Date set forth above and shall continue until terminated by either party as provided in Section 3.b) or Section 3.c). Services under a particular SOW shall commence as of the date indicated on the SOW and shall continue for the period stated in such SOW or until terminated by either party as provided in Section 3.b) or Section 3.c), unless such termination provision is separately defined in the SOW.
   b) Either party may terminate this Agreement, any SOW or any Service for convenience at any time upon sixty (60) days prior written notice to the other party.
   c) Either party may terminate this Agreement, or any SOW or Service (or any part thereof), for cause upon thirty (30) days prior written notice to the other party, provided that such other party shall have the opportunity to cure any breach within such thirty (30) days.
   d) Upon the effective date of termination, Client will pay ABG for all fees, commissions and expenses due hereunder in connection with the terminated Services through the effective date of termination including any unpaid Service implementation fees or expenses and any mutually agreed upon transition assistance extending beyond such termination.
   e) Completion or termination of any SOW or Service under this Agreement shall not constitute termination of this Agreement, it being the intent of both parties to leave this Agreement in effect until terminated as specified herein. Each SOW shall terminate upon the earlier of its termination date or the termination date of this Agreement, provided however, if the term of a SOW extends beyond the termination date of this Agreement, the applicable terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration date.
   f) Upon written notification from your insurance broker that you wish to terminate this Agreement, we will seek confirmation from you directly. If we are unable to receive a written response from you concerning such termination, then you hereby give us the right to rely upon the broker's notification and terminate this Agreement without any further complications or obligations.

4. **Delays**
   Neither party will be in breach of this Agreement or any SOW as a result of, nor will either party be liable to the other party for, liabilities, damages, or other losses arising out of delays in performance caused by acts of God, government authority, strike or labor disputes, fires or other loss of facilities, breaches of contract by suppliers or others, telephone system, or Internet service provider or other utility outages, pandemics, epidemics, equipment malfunctions, computer downtime, and similar occurrences outside the control of the party as long as such party is diligently attempting to correct the cause of the delay. During any such delay in performance, the delayed party will implement reasonable work-around plans, computer system disaster recovery, alternate sources, or other commercially reasonable means to facilitate the performance of its obligations under this Agreement until the delay has ended or failure has been corrected.

5. **Ownership and Control of Data and Work Product**
   a) ABG has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, employ, provide, modify, create, acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, and techniques (including, without limitation, function, process, system and data models); templates; software systems, user interfaces and screen designs; general purpose consulting and software tools; websites; benefit administration systems; and data, documentation, and proprietary information and processes ("ABG Information").
   b) All right, title and interest in and to any data, information and other materials furnished to ABG by Client hereunder ("Client Information") are and shall remain Client's sole and exclusive property. Client grants to ABG a license to use such Client Information to provide the Services. Except as provided below, upon full and final payment to ABG hereunder, any ABG work product which the parties expressly agree is created solely and exclusively by ABG for Client to be owned by Client (the "Deliverables"), if any, shall become the property of Client. To the extent that any ABG Information is contained in any of the Deliverables or provided in connection with the Services, subject to the terms of this Agreement, ABG hereby grants to Client a paid-up, royalty-free, nonexclusive license to use such ABG Information solely for Client's internal use in connection with the Deliverables or Services, as applicable.
   c) To the extent that ABG utilizes any of its property, including, without limitation, the ABG Information, in connection with the performance of Services, such property shall remain the property of ABG and, except for the limited license expressly granted in the preceding paragraph, the Client shall acquire no right or interest in such property. Client will honor ABG copyrights, patents, and trademarks relating to Services, Deliverables and ABG Information, and will not use ABG's name or other intellectual property without ABG's prior written consent.

d) Nothing contained in this Agreement will prohibit ABG from using any of its general knowledge or knowledge acquired under this Agreement (excluding Client's Confidential Information) to perform similar services for others.

6. **Confidentiality**

a) For the purposes of this Agreement, "Confidential Information" includes: (i) ~~the terms of this Agreement (including any SOW)~~[Reserved]; (ii) Client Information; (iii) ABG Information; (iv) oral and written information designated by a party as confidential prior to the other party obtaining access thereto; and (v) oral and written information which should reasonably be deemed confidential by the recipient whether or not such information is designated as confidential. Each party's respective Confidential Information will remain its sole and exclusive property.

b) Each party will use reasonable efforts to cause its employees to minimize distribution and duplication and prevent unauthorized disclosure of the Confidential Information of the other party. Each party agrees that only employees, contract employees, board members, and outsourced service providers who have a need to know the Confidential Information of the other party will receive such Confidential Information. ABG may disclose Client Confidential Information to ABG affiliates to the extent necessary for the Services; provided, that ABG remains responsible for compliance by any affiliates in receipt of Confidential Information with the terms of this Section. No party will disclose the other party's Confidential Information to a third party without the prior written consent of the other party, which consent may be conditioned upon the execution of a confidentiality agreement reasonably acceptable to the owner of the Confidential Information, except that either party may disclose the other party's Confidential Information to its legal counsel and auditors. ABG may use Client's Confidential Information in combination with other client data, including the disclosure of such information to third parties on an aggregated and de-identified basis, provided that no such Client Confidential Information is (1) identifiable by Client or a Client employee or (2) attributable to Client. ABG may also disclose Client's Confidential Information to any subcontractor or, as instructed by Client, to any other third party providing services to Client under this Agreement as reasonably necessary for such subcontractor or third party to perform its services, provided that any such subcontractor is subject to a confidentiality agreement. In accordance with applicable legal and disaster recovery requirements, each party may store copies of Confidential Information in electronic archives or backups made in the ordinary course of business which shall not be returned or destroyed but shall remain subject to the restrictions set forth herein.

c) Confidential Information does not include information if and to the extent such information: (i) is or becomes generally available or known to the public through no fault of the receiving party; (ii) was already known by or available to the receiving party prior to the disclosure by the disclosing party; (iii) is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the party who disclosed the information; or (iv) has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement with or other obligation to the party who disclosed the information.

d) The receiving party may disclose Confidential Information of the disclosing party if required to as part of a judicial process, government investigation, legal proceeding, or other similar process, provided that the receiving party has given prior written notice (to the extent legally permitted) of such requirement to the disclosing party. Reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing party to seek, at disclosing party's sole cost and expense, an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the receiving party will reasonably cooperate in such efforts. Notwithstanding anything to the contrary in this Agreement, ABG acknowledges that Client is a public entity subject to the Ohio Public Records Act, Ohio Revised Code ("R.C.") 149.43, and that this Agreement (including any SOW) and records relating to it may be public records. Client may disclose such records to the extent required by R.C. 149.43 and such disclosure shall not be a breach of this Agreement; provided that, to the extent legally permitted, Client will use reasonable efforts to notify ABG before releasing any ABG Information that ABG has marked or identified as a trade secret or proprietary, so that ABG may seek, at its own expense, to protect such information under applicable law, including R.C. 1333.61 et seq.

7. **Representations and Responsibilities**

a) ABG represents that it: (i) shall, at all times during the term of this Agreement, remain in material compliance with all laws and regulations applicable to it as a service provider, including any required licenses, permits, or registrations, necessary for ABG to be able to perform the Services; (ii) shall, to the extent ABG's performance of the Services does not comply in any material respect with the terms of this Agreement and is not due to Client's failure to perform, re-perform any defective or non-conforming Services; and (iii) has no outstanding commitment or agreement to which it is a party or legal impediment of any kind known to it which is likely to limit, restrict, or impair the rights granted to Client hereunder. If a potential conflict should arise, ABG will discuss the situation with Client. The Services are not of a legal nature, and ABG will in no event give, or be required to give, any legal opinion or provide legal representation to Client.

b) Client will submit to ABG all Client Information in Client's control necessary for ABG to perform the Services covered by this Agreement. Client will maintain in compliance with applicable law any and all benefit plan legal documents related to the Services. Client is responsible for the accuracy and completeness of any and all Client Information that is submitted to ABG. Client agrees to notify ABG as soon as possible of any problems or errors in Client Information submitted. Services performed by ABG in correcting such problems or errors are additional services for which additional fees may be payable.

c) Except as expressly set forth in a SOW, ABG is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation. ABG has no discretion with respect to the management or administration of Client's employee benefit plans, and/or control or authority over any assets of Client's employee benefit plans, including the investment of those assets. All such discretion and control remain with Client and other fiduciaries to Client's employee benefit plans.

8. **Indemnification**

a) Subject to Section 9, ABG shall indemnify and hold Client harmless from and against any and all third party damages, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses) (collectively, a "Loss" or "Losses") arising from ABG's failure to

comply with the applicable terms and conditions of this Agreement (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise).

b) Provided that Client promptly notifies ABG of a claim that the ABG Information infringes a presently issued U.S. patent or copyright, ABG will defend such claim at its expense and will indemnify Client for any costs and damages that may be awarded against Client in connection with such claim. ABG will not indemnify Client, however, if the claim of infringement results from (i) use of other than the

most recent version of the ABG Information made available to Client by ABG; (ii) Client's alteration of the ABG Information; (iii) use of any ABG Information in combination with other software not provided by ABG; or (iv) use of ABG Information in contravention of this Agreement.

c) ~~Subject to ABG's indemnity obligations in Section 8a) and b), Client shall indemnify, defend, and hold ABG harmless from and against any and all Losses arising from (i) claims made by third parties, including, without limitation, Client's employees, affiliates, and plans with respect to the Services provided hereunder, or (ii) Client's failure to comply with the applicable terms and conditions of this Agreement.~~

d) ~~Any claim under this Section 8~~Any claim arising out of or relating to this Agreement must be asserted before the date that is three (3) years following the date the claimant knew or reasonably should have known of the act or omission giving rise to the claim. ~~The parties agree that each party's obligation to indemnify the other pursuant to this Section 8 is subject to each party's agreement to use reasonable efforts to mitigate its own, as well as the other party's, liability.~~Each party agrees to use reasonable efforts to mitigate its own liability, damages, and other losses suffered in connection with and arising out of this Agreement.

9. **Liability**

a) If Client suffers Losses (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, statutory liability or otherwise) as a result of ABG's breach of its obligations hereunder with respect to Services performed pursuant to a SOW, ABG will be liable to Client for Losses incurred by Client during each sequential 12-month period in which the applicable SOW is in effect, commencing as of the first day of the provision of services thereunder ("SOW Year") up to an amount equal to the total fees paid or to be paid for such SOW Year under the applicable SOW.

b) The limitations on ABG's liability contained in Section 9(a) will not apply to Losses arising from: (i) ABG's willful, fraudulent or criminal misconduct; (ii) bodily injury, including death, or damage to tangible personal or real property incurred while ABG is performing the Services and to the extent caused by the negligent or willful acts or omissions of ABG's personnel or agents in performing the Services; or (iii) the infringement of the proprietary rights of a third party by use of the ABG Information contemplated hereunder.

c) In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise~~, and even if advised of the likelihood of such damages~~.

d) Notwithstanding the foregoing, as applicable to the Client and the Services, ABG will not be liable to Client for any amounts for which Client or any of its employee benefits plans would have been responsible to pay irrespective of any act, error or omission by ABG, ~~including interest adjustments.~~including interest adjustments. Further, ABG will not be liable to Client for any Losses to the extent caused by (i) the acts or omissions of Client or its employees, agents, or other vendors, or (ii) inaccurate, incomplete, or untimely Client Information.

e) ~~To the extent permitted by law, all claims and Losses between the Parties relating to, directly or indirectly, or arising from this Agreement (including the Services), however caused, regardless of the form of action and on any theory of liability, including contract, strict liability, negligence or other tort, shall be brought under this Agreement and shall be subject to the terms of this Agreement.~~[Reserved.]

10. **Dispute Resolution**

a) Except as provided in Section 13.h), the following procedures shall be used in the event of any dispute or controversy arising out of or relating to this Agreement. All negotiations between the parties conducted pursuant to the dispute resolution process described herein (and any of the parties' submissions in contemplation hereof) shall be kept confidential by the parties and shall be treated by the parties and their respective representatives as compromise and settlement negotiations for purposes of the applicable court rules of evidence.

b) The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between executives who have authority to settle the controversy and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement. Either party may give the other party written notice of any dispute not resolved in the ordinary course of business. Within fifteen (15) days after delivery of the notice, the party receiving the notice shall submit to the other a written response.

c) Within thirty (30) days after delivery of the notice, the designated executives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other shall be honored in a timely fashion.

d) If the matter in dispute has not been resolved within sixty (60) days after delivery of the notice, or if the parties fail to meet within thirty (30) days, the dispute shall be referred to more senior executives who have authority to settle the dispute and who shall likewise meet in an attempt to resolve the matter in dispute. If the matter has not been resolved within thirty (30) days after it has been referred to the more senior executives, or if no meeting of such senior executives has taken place within fifteen (15) days after such referral, either party may seek alternative legal remedies as it deems appropriate.

11. **Insurance**

a) **Coverage.** ABG shall maintain, at all times during the term of this Agreement, the following minimum insurance coverages and limits:

i) Workers' Compensation and related insurance as prescribed by the law of the state in which the Services are to be performed;
ii) General Liability in the amount of $1,000,000 per occurrence and $2,000,000 in the aggregate;
iii) Professional Liability in the amount of $1,000,000 per claim and in the aggregate; and
iv) Network Security and Privacy Liability, either as a separate policy or as part of the Professional insurance policy, in the amount of $1,000,000 per claim and in the aggregate.

b) **Best Rating.** ABG will place such insurance with carriers possessing a B+VII or better rating, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

12. **Successors and Assigns**
This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of ABG and Client. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, except a party may assign its rights and obligations to an affiliate entity controlled by, controlling, or in common control with the assigning party.

13. **Miscellaneous**
   a) The headings used herein are for convenience only and will not affect the interpretation of this Agreement.
   b) This Agreement has been entered into for the sole benefit of Client and ABG, and in no event will any third-party benefits or obligations be created thereby.
   c) This Agreement and any SOW hereunder may be executed in two or more counterparts, each of which will be deemed an original for purposes of this Agreement or the SOW.
   d) The relationship between the parties is that of independent contractors. Nothing in this Agreement will be deemed or construed to create a joint venture, agency, or partnership between the parties for any purpose or between the partners, officers, members, or employees of the parties by virtue of either this Agreement or actions taken pursuant to this Agreement. ABG personnel will remain ABG's employees for all purposes, including, but not limited to, determining responsibility for all payroll-related obligations.
   e) ABG may enter into subcontracts to perform a portion of the Services under this Agreement provided that ABG shall remain responsible for the acts or omissions of such subcontractors as if such subcontracted activities had been performed by ABG.
   f) ABG may include Client and its trademarks and logos on ABG's customer lists, proposals and other communications not intended for general distribution.
   g) It is expressly understood and agreed that the obligations of Sections 5, 6, 8, 9, 10, 12, and 13 herein, as well as all payment obligations arising on or before the date of termination or expiration of the term of this Agreement, will survive the termination or expiration of this Agreement.
   h) Each party acknowledges that its failure to comply with the confidentiality and ownership provisions will cause the aggrieved party irreparable harm for which the aggrieved party may not have any adequate remedy at law, and that the aggrieved party shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for any actual or threatened breach of the confidentiality or ownership provisions of this Agreement.
   i) ~~In the event of any action to construe or enforce this Agreement or any portion thereof, the prevailing party will be entitled to recover, in addition to any charges fixed by the court, its costs and expenses of suit, including reasonable attorneys' fees and expenses.~~
   j) If any provision of this Agreement or portion thereof is declared invalid, the remaining provisions will nevertheless remain in full force and effect.
   k) In the event any terms of any SOW conflict with the terms contained in these General Terms and Conditions, the terms of such SOW will prevail.
   l) This Agreement will be construed and enforced in accordance with the internal laws and judicial decisions of the State of ~~New York~~Ohio, excluding its conflict of laws rules that would refer to and apply the substantive laws of another jurisdiction. To facilitate judicial resolution and save time and expense, the parties irrevocably and unconditionally agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to the Services or this Agreement.
   m) This Agreement, including any SOW and the materials incorporated herein from time to time, constitutes the entire agreement of the parties and supersedes all previous oral or written negotiations and agreements relating to the subject matter hereof (including the subject matter of such SOW). For the avoidance of doubt, this Agreement also supersedes the terms and conditions in any purchase order, engagement letter or general consulting services agreement between ABG and Client regarding the Services covered by this Agreement unless ABG and Client expressly agree that the terms of such orders, letters or agreements shall control over this Agreement. There have been no representations or statements, oral or written, that have been relied on by any party hereto except those expressly set forth herein.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") dated _____, 2026("Effective Date") is entered into by and between **Wadsworth City School District** ("Covered Entity") and **American Benefits Insurance Corporation d/b/a American Benefits Group**, a subsidiary of NFP Corp., an AON company ("Business Associate") (each a "Party" and collectively the "Parties). Business Associate shall also include the affiliate NFP Insurance Services. Inc. if Technology Services are being provided under the Agreement.

Recitals

WHEREAS, the purpose of this BAA is to assure the privacy and security of Protected Health Information and Electronic Protected Health Information in accordance with the regulations (the "HIPAA Rules") issued by the Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH"), enacted as part of the American Recovery and Reinvestment Act ("ARRA"); and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which we hereby acknowledge, the Parties agree as follows:

ARTICLE I – DEFINITIONS

1.1 Catch-all definitions. The following terms used in this BAA shall have the same meaning as those terms in HIPAA, the HITECH Act, and any current and future regulations promulgated under HIPAA or HITECH: Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1.2 Specific definitions:

(a) Breach. "Breach" shall mean the acquisition, access, use or disclosure of Protected Health Information in a manner not permitted under 45 C.F.R. Part 164, Subpart E (the "HIPAA Privacy Regulations") which compromises the security or privacy of the Protected Health Information. "Breach" shall not include:

(i) Any unintentional acquisition, access, or use of Protected Health Information by a workforce member or person acting under the authority of Covered Entity or Business Associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the HIPAA Privacy Regulations; or

(ii) Any inadvertent disclosure by a person who is authorized to access Protected Health Information at Covered Entity or Business Associate to another person authorized to access Protected Health Information at Covered Entity or Business Associate, respectively, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Regulations; or

(iii) A disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

(b) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this BAA, shall mean the person/entity named above.

(c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the Party to this BAA, shall mean the entity names above.

(d) Electronic Protected Health Information. "Electronic Protected Health Information" shall mean Protected Health Information that is transmitted by or maintained in electronic media as defined by the HIPAA Security Regulations.

(e) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(f) HITECH Standards. "HITECH Standards" shall mean the privacy, security and security Breach notification provisions applicable to a Business Associate under Subtitle D of the HITECH Act and any regulations promulgated thereafter.

(g) Individually Identifiable Information. "Individually Identifiable Information" means information that is a subset of health information, including demographic information collected from an individual, and:

(i) is created or received by a health care provider, health plan, employer or health care clearinghouse; and

(ii) relates to past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and:

(A) that identifies the individual; or

(B) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

ARTICLE 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

2.1 Limited Use or Disclosure of PHI. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). Business Associate further agrees not use or disclose Protected Health Information other than as permitted or required by the BAA, in furtherance of the services provided by Business Associate for Covered Entity, or as required by law. Business Associate will not sell Protected Health Information and Electronic Health Records or use or disclose Protected Health Information for marketing or fundraising purposes as set forth in 42 U.S.C. § 17935(d) or 42 U.S.C. § 17936(a), respectively. The Business Associate shall secure Protected Health Information in accordance with 42 U.S.C. § 17932(h) and the related regulations at 45 C.F.R Part 14, subpart D, as well as any guidance issued by the Secretary of Health and Human Services that specifies secure technologies and methodologies such that Unsecured Protected Health Information is not maintained by the Business Associate.

2.2 Safeguards. The Business Associate shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as permitted by this BAA, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. The Business Associate agrees that it will implement reasonable administrative, physical, and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Rules.
Business Associate acknowledges and agrees that the administrative, physical and technical safeguards requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 shall apply to the Business Associate in the same manner that such sections apply to the Covered Entity. The Business Associate shall comply with the provisions of 45 C.F.R. Part 164, Subpart C of the HIPAA Rules with respect to Electronic PHI to prevent any use or disclosure of PHI other than as permitted by this BAA, and shall implement and maintain in written form reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Rules, in accordance with 45 C.F.R. Section 164.316.

2.3 Notice of Use, Disclosure, Security Incident or Breach.

(a) Business Associate agrees to notify the designated Privacy Officer of the Covered Entity of any use or disclosure of Protected Health Information by Business Associate not provided for by the BAA or Agreement, including breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any security incident of which it becomes aware without unreasonable delay, but in no case more than fifteen (15) days following discovery of breach, including instances in which an agent or subcontractor has improperly used or disclosed PHI. For purposes of this BAA, a Breach shall be treated as discovered as of the first day that the Business Associate knows of such Breach. Business Associate further agrees to provide the following information in such notice to Covered Entity:

(i) the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;

(ii) a description of the nature of the Breach including the types of Unsecured Protected Health Information that were involved, the date of the Breach and the date of discovery;

(iii) a description of the type of Unsecured Protected Health Information acquired, accessed, used or disclosed in the Breach (e.g., full name, social security number, date of birth, etc.);

(iv) the identity of the person who made and who received (if known) the unauthorized acquisition, access, use or disclosure;

(v) a description of what the Business Associate is doing to mitigate the damages and protect against future breaches; and

(vi) any other details necessary for Covered Entity to assess risk of harm to Individual(s), including identification of each Individual whose Unsecured Protected Health Information has been Breached and steps such Individuals should take to protect themselves.

(b) Covered Entity will be responsible for providing notification to Individuals whose Unsecured Protected Health Information has been disclosed, as well as the Secretary and the media, as required by the HITECH Standards.

(c) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Covered Entity in the time and manner reasonably requested by Covered Entity.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Association in violation of this BAA.

2.5 Subcontractors. Business Associate agrees to act in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

2.6 Access. Within fifteen (15) days of a request by the Covered Entity for access to PHI about an Individual maintained by Business Associate in a Designated Record Set, the Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set. In the event any Individual requests access to PHI directly from such Business Associate, the Business Associate shall notify Covered Entity and respond to the request for PHI within fifteen (15) days. If the requested PHI is maintained electronically, Business Associate must provide a copy of the PHI in the electronic form and format requested by the Individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual. Any denials of access to the PHI requested shall be the responsibility of Covered Entity. Business Associate may charge Covered Entity or Individual for the actual labor cost involved in ~~providing such access.~~providing such access, when pre-approved in writing by the Covered Entity or the Individual, as applicable, and, as to an Individual, only to the extent permitted by 45 C.F.R. § 164.524(c)(4).

2.7 Security of Electronic Protected Health Information. Business Associate agrees to implement administrative, physical and technical safeguards that are reasonably and appropriately designed to protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees in writing to implement reasonable and appropriate safeguards to protect it; and (3) report to the Covered Entity any security incidents of which it becomes aware in accordance with Section 2.3.

2.8 Minimum Necessary. Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (a) when practical, to the information making up a Limited Data Set; and (b) in all other cases subject to the requirements of 45 C.F.R. §164.502(b) and 42 U.S.C. § 17935(b), to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

2.9 Amendments. Business Associate agrees to make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the Covered Entity, upon request of Covered Entity or an Individual, pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526 within thirty (30) days.

2.10 Accounting. The Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI made by Business Associate as would be required for the Covered Entity to respond to a request by an Individual made in accordance with 45 CFR 164.528. At a minimum, the accounting of disclosures shall include the following information:

a. Date of disclosure;

b. The name of the person or entity who received the PHI, and if known, the address of such entity or person;

c. A brief description of the PHI disclosed; and

d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall notify the Covered Entity and respond to the request within fifteen (15) business days. Any denials of a request for an accounting shall be the responsibility of Covered Entity. The Business Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

Business Associate need not record disclosure information or otherwise account for disclosures of PHI that this BAA or Covered Entity in writing permits or requires (i) for the purpose of Covered Entity's treatment activities, payment activities, or health care operations (except where such recording or accounting is required by the HITECH Act, and as of the effective dates for this provision of the HITECH Act), (ii) to the individual who is the subject of the PHI disclosed or to that individual's personal representative; (iii) to persons involved in that individual's health care or payment for health care; (iv) for notification for disaster relief purposes, (v) for national security or intelligence purposes, (vi) to law enforcement officials or correctional institutions regarding inmates; or (vii) pursuant to an authorization.

2.11 Disclosure of Practices, Books and Records. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary in a time or manner designated by the Covered Entity or Secretary, for purposes of determining compliance with the HIPAA Rules.

ARTICLE 3 - PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

3.1 Permitted Use and Disclosure. Except as otherwise limited in this BAA, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the HIPAA Rules.

(a) Business Associate may use or disclose Protected Health Information as necessary to perform and in furtherance of the services to Covered Entity, which may include use and disclosure in databases, software and aggregation services available to Business Associate.

(b) Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).

(c) Business Associate may use or disclose Protected Health Information as required by law. Business Associate shall disclose the minimum amount necessary to satisfy the requirement and shall make reasonable efforts to obtain assurances that confidential treatment be accorded to Protected Health Information.

(d) Business Associate agrees to limit its uses and disclosures of, and requests for, Protected Health Information (i) when practical, to the information making up a Limited Data Set; and (ii) in all other cases to the minimum amount of Protected Health Information necessary to accomplish the intended purpose of the use, disclosure or request.

(e) Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

ARTICLE 4 - OBLIGATIONS OF COVERED ENTITY

4.1 Notice of Privacy Practices of Covered Entity. Covered Entity shall notify Business Associate in writing of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

4.2 Changes in the Use of Protected Health Information. Covered Entity shall notify Business Associate in writing of any changes in, or revocation of, the permission by an individual to use or disclose his or her Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

4.3 Restrictions in Use of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

4.4 Permissible Requests by Covered Entity. Except as otherwise provided in this BAA, Covered Entity will not ask Business Associate to use or disclose Protected Health Information in any manner that would violate the HIPAA Rules or the HITECH Standard if done by Covered Entity.

ARTICLE 5 - TERM AND TERMINATION

5.1 Term. The initial term of this BAA shall begin on the Effective Date and continue for one year from the Effective Date. Thereafter this BA Ashall continue until the date the underlying Agreement terminates, the date either Party provides the other ninety (90) days written notice to terminate, or on the date either Party terminates for cause as authorized in Section 5.2, whichever is sooner.

5.2 Termination for Cause. Upon either Party's reasonable determination that the other Party has committed a violation or material breach of this BAA, the non-breaching Party may take one of the following steps:

(a) Provide an opportunity for the breaching Party to cure the breach or end the violation, and if the breaching Party does not cure the breach or end the violation within thirty (30) days, terminate this BAA;

(b) Immediately terminate this BAA if the other Party has committed a material breach of this BAA and cure of the material breach is not possible as acknowledged by both parties; or

(c) If neither cure nor termination is feasible, elect to continue this BAA and report the violation or material breach to the Secretary in accordance with the requirements set forth in the HIPAA Rules.

5.3 Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(a) Retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

(b) Return to Covered Entity or destroy the remaining Protected Health Information that the Business Associate still maintains in any form, provided that if Business Associate reasonably can show that it is infeasible to return or destroy any such Protected Health Information, Business Associate must continue to extend the protections under this BAA to such Protected Health Information and only may further use or disclose such information for those purposes that make the return or destruction infeasible;

(c) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

(d) Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at Section 3.1 which applied prior to termination; and

(e) Notwithstanding anything to the contrary herein, Covered Entity authorizes Business Associate to transmit Protected Health Information to another business associate of Covered Entity.

ARTICLE 6 – MISCELLANEOUS

6.1 Regulatory References. A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

6.2 Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

6.3 Interpretation. Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

6.4 Prior Agreement. This BAA shall replace and supersede any prior Business Associate Agreement between the Parties.

SCOPE OF WORK

Administrative Services

This **Scope of Work**, effective as of September 01, 2026, is between **American Benefits Insurance Corporation DBA American Benefits Group**, a subsidiary of NFP Corporation, an AON company ("ABG") and **Wadsworth City School District** ("Client"). This Scope of Work and the services provided hereunder are subject to the terms and conditions in the Master Services Agreement between ABG and Client, dated as of _____ ("MSA"). In the event of any conflict between this Scope of Work and the MSA, the terms of this Scope of Work shall govern.

This Scope of Work commences on September 01, 2026, and will remain in effect until August 31, 2027, (the "Initial Term") unless terminated earlier by either party as permitted in the MSA. ~~Thereafter this Scope of Work shall automatically renew for successive twelve (12) month periods (each a "Renewal Term") unless terminated earlier by either party as permitted in the MSA.~~Thereafter this Scope of Work shall renew for successive twelve (12) month periods (each a "Renewal Term") unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term, or unless terminated earlier by either party as permitted in the MSA; provided, however, that Client's financial obligations for each Renewal Term are subject to the appropriation and certification of funds as required by Ohio law, including R.C. 5705.41 and 5705.412. If such funds are not appropriated and certified for a Renewal Term, Client may terminate this Scope of Work, effective as of the end of the then-current term, upon written notice to ABG and without penalty. An early termination fee of five hundred dollars ($500) ~~will be applied to mid-Renewal Term terminations.~~will be applied to mid-Renewal Term terminations, other than terminations for non-appropriation of funds as provided above or terminations by Client for cause. ABG's obligation to render services will end upon termination of this Scope of Work.

Services

The services to be provided under this Scope of Work are set forth in **Exhibit A** hereto ("Services"). Any work product arising out of the services set forth in **Exhibit A** shall constitute the "Deliverables" as that term is defined in the MSA. Client acknowledges that, in order for ABG to meet critical completion dates and operate within budget expectations, Client will need to provide information requested by ABG at various intervals and in accordance with Client requirements as set forth in **Exhibit B**.

ABG's professional services do not in any case include legal, investment, or accounting services, and we are not a fiduciary to your plans. The services and work product provided by ABG hereunder are provided solely for Client's internal use; they are not intended to be used or relied upon by third parties.

Compensation

For completing the assignment outlined in this Scope of Work, ABG is named Third Party Administrator (TPA) for the plan. For the Scope of Work set forth in **Exhibit A**, attached hereto, Client agrees to pay ABG applicable administrative service fees including any ancillary fees as outlined in **Exhibit C** monthly unless other payment schedules are agreed upon in writing.

If a third-party payee is identified as payors for all or part of the fees as stated in **Exhibit C**, the third-party payee must comply with the invoicing terms as outlined within this Scope of Work. If the third-party payee fails to comply with the invoicing terms, ABG reserves the right to invoice the Client directly. If the relationship between the Client and third-party payee dissolves, ABG will invoice the Client directly for all administrative service fees as of the effective date of the dissolution.

ABG requires an annual attestation and confirmation of the total benefit eligible active employee headcount for COBRA service fee invoicing upon each Renewal Term. If this is not provided, ABG will apply a fifteen percent (15%) increase in the benefit eligible headcount.

Please review your invoice for accuracy. All invoice discrepancies must be reported within thirty (30) days from the date of your invoice. Credits will not be applied for discrepancies reported beyond thirty (30) days.

The administrative service fees outlined within **Exhibit C** shall remain fixed for the Initial Term (the "Rate Guarantee Period"). Upon expiration of the Rate Guarantee Period administrative service fees shall automatically increase by three percent (3%) annually, unless otherwise agreed in writing. ABG shall provide written notice of

the adjusted fees no later than ninety (90) days prior to the start of each subsequent Renewal Term.

Pursuant to our standard operating model, each Client's set-up permits one (1) bank account. Notwithstanding the foregoing, additional bank accounts may be made available upon request, subject to availability and approval. In such event, a Statement of Work and a Banking Agreement will be issued for execution. Additional fees may apply as set forth therein.

~~You represent and warrant that the ERISA-covered benefits serviced by ABG pursuant to this Agreement are offered under a ERISA-covered plan and for which a Form 5500 is filed annually (unless exempt from Form 5500 reporting).~~Client represents and warrants that the benefit plans serviced by ABG pursuant to this Agreement are governmental plans within the meaning of Section 3(32) of ERISA and Section 414(d) of the Internal Revenue Code (the "Code") and, as such, are not subject to Title I of ERISA or to Form 5500 filing requirements. References in this Scope of Work to COBRA or COBRA Regulations include the continuation coverage requirements of the Public Health Service Act, 42 U.S.C. § 300bb-1 et seq., applicable to Client's plans. ~~You further represent and warrant that you will~~Client further represents and warrants that it will remain in compliance with applicable law and any and all benefit plan legal documents related to the services.

Out-of-Pocket Expenses

Charges from third-party vendors for printing, production or file feed connection services on Client's behalf will be passed through to Client, as well as any sales or use tax that ABG becomes obligated to pay in connection with services provided on Client's behalf.

Participant Disputed Debit Card Transactions. In accordance with the MasterCard Cardholder Agreement, in the event that a Participant disputes a debit card transaction, said Participant shall be entitled to the immediate issuance of a provisional credit in an amount equivalent to the sum of the disputed transaction. Such provisional credit shall be remitted to the Client's designated bank account without unreasonable delay, and the Participant's account records shall be adjusted accordingly. Upon the conclusion of a formal investigation conducted by MasterCard, should it be determined that the disputed transaction is to be nullified based upon their findings, ABG will be invoiced for the total value of the subject transaction. ABG shall have the authority to reinstate the relevant amount to the Participant's account and shall be entitled to issue an invoice to the Client in an amount equal to that of the original provisional credited transaction, for the purposes of recovering said credit.

Client will be invoiced for the two percent (2%) COBRA administrative fee retained by ABG for all subsidized COBRA participants.

If Client require copies of files for transferring services to other service providers during or after this engagement, such services will be available based on ABG's standard hourly time-and-expense rates.

Miscellaneous

NACHA Rules. In connection with the Client's use of ACH Origination, the Client agrees:

a. to be bound by the Rules of the National Automated Clearing House Association (NACHA) and appendices to the Rules of NACHA as defined by the 2023 NACHA Operating Rules and Guidelines, as amended from time to time (the "NACHA Rules") as they pertain to Third-Party Service Providers and Nested Third-Party Senders as defined within the 2023 NACHA Operating Rules and Guidelines: Section VI, Chapter 50;
b. to authorize each Entry (as such term is used in the NACHA Rules);
c. not to initiate any Entry that could violate the laws of the United States;
d. that this Agreement may be terminated or suspended as a result of a breach of the NACHA Rules;
e. to be subject to audit to ensure compliance with the NACHA Rules; such audit right to extend to ABG, the originating bank, Alegeus (if applicable) and Wex Health (if applicable).

Change In Scope

Please be aware that requested changes in the scope of services provided by ABG could result in added fees and

charges, which shall be disclosed prior to implementing such changes.

If Client's operations or insurance programs substantially change by merger, acquisition, expansion, or other material change in scope and nature of exposures, Client will inform ABG, and Client and ABG will negotiate in good faith to revise this Scope of Work as appropriate.

Exhibit A
SCOPE OF SERVICES

#	COBRA Administration (As applicable)	Fee Structure
1	Provide Initial Notification to employees and dependents in accordance with COBRA Regulations. Notices shall only be sent to those Covered Employees and Qualified Beneficiaries as the Client requests. ABG shall be entitled to rely upon all information provided by the Client or its authorized representative(s). Notifications are upon services elected by Client.	*Included in Exhibit C Fees*
2	Provide Qualifying Event Notification to Qualified Beneficiaries for Qualifying Events in accordance with COBRA Regulations. Notices shall only be sent to those Covered Employees and Qualified Beneficiaries. ABG shall be entitled to rely upon all information by the Client or its authorized representative(s). Notifications are upon services elected by Client.	*Included in Exhibit C Fees*
3	Provide Open Enrollment Notification to Qualified Beneficiaries and applicable Dependents if service is employed by Client.	*Included in Exhibit C Fees*
4	Process all COBRA Elections received in accordance with COBRA Regulations. ABG shall notify any person whose claim for Continuation of Coverage is denied, of the reasons for the denial and of the person's rights, if any, to have the denial reviewed. NOTE: in the event the Client denies a COBRA election due to individual gross misconduct, the Client will be responsible for notifying the individuals of that decision directly.	*Included in Exhibit C Fees*
5	Provide updated notifications to Covered Employees, COBRA Participants, and/or Qualified Beneficiaries as may be required by amendments to any relevant regulations, or changes to covered benefit plans.	*Included in Exhibit C Fees*
6	Provide Termination Notification upon non-payment of premium, end of COBRA term or voluntary termination by COBRA Participant or Covered Dependent if all coverages are affected.	*Included in Exhibit C Fees*
7	Provide Plan Change Notification upon non-payment or voluntary termination by COBRA Participant or Covered Dependent if select coverage(s) are terminated.	*Included in Exhibit C Fees*
8	Provide billing, premium collection, and monthly remittance services to the Client. ABG will collect premiums (including the 2% COBRA administrative service fee) from COBRA Participants in accordance with COBRA regulations. ABG retains 2% COBRA administrative service fee. Should the Client choose to subsidize a COBRA Participant's COBRA premium in entirety, the Client shall be liable for all monthly 2% COBRA administrative service fee(s).	*Included in Exhibit C Fees*
9	Provide Conversion Option Notice to COBRA Participants in accordance with COBRA regulations.	*Included in Exhibit C Fees*
10	Maintain electronic and/or physical records.	*Included in Exhibit C Fees*
11	Provide Client with online access to status reports.	*Included in Exhibit C Fees*
12	Notify Client of any discrepancies or conditions discovered during operations that may require action by the Client, as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies.	*Included in Exhibit C Fees*
13	Notify Client of any known changes or updates relating to compliance with any pertinent regulations.	*Included in Exhibit C Fees*
14	Provide EDI file feed options upon the request of the Client.	*Included in Exhibit C Fees*
15	Manual processes outside scope of standard procedures upon request and at the approval of ABG. Includes but is not limited to Client, Broker, and/or Client Vendor error corrections. Additional fees may apply – project specific.	*Additional fees may apply – project specific*

#	Direct Premium Billing Services (As applicable)	Fee Structure
1	Provide billing, premium collection, and monthly remittance services to the Client. ABG will collect premiums from Billing Service Participants, referred to herein as Special Plan Members or SPMs, and forward all paid in full collected premiums to the Client.	*Included in Exhibit C Fees*
2	Maintain electronic and/or physical records.	*Included in Exhibit C Fees*
3	Provide Client with online access to status reports.	*Included in Exhibit C Fees*
4	Notify Client of any discrepancies or conditions discovered during operations that may require action by the Client, as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies.	*Included in Exhibit C Fees*
5	Provide EDI file feed options upon the request of the Client	*Included in Exhibit C Fees*
6	Manual processes outside scope of standard procedures upon request and at the approval of ABG. Includes but is not limited to Client, Broker, and/or Client Vendor error corrections. Additional fees may apply – project specific.	*Additional fees may apply – project specific*

#	FSA, HRA, Lifestyle and/or Transportation Benefit Administration (As applicable)	Fee Structure
1	Provide model Benefit Plan Documents and Summary Plan Descriptions for Plan types that are required in accordance with IRC Regulation per the Client's requested Plan design.	*Included in Exhibit C Fees*
2	In the event of IRC regulatory amendments or of Client requested changes ABG will provide amended Summary Plan Descriptions or Summary of Material Modification for Plan types that are required.	*Included in Exhibit C Fees*
3	Provide one stacked Debit Card for all qualifying benefit account(s) as an additional optional method of reimbursement upon Client request. Plan design permitting. NOTE: DEBIT CARDS ARE MANDATORY FOR FSA BENEFITS	*Included in Exhibit C Fees*
4	Provide Participants via email with instructions on how to access and use their accounts.	*Included in Exhibit C Fees*
5	Process claims of Participants received for benefits under the Plan(s) in accordance with the terms and conditions of the Plan(s) via Client approved claim payment method. All claim payments will be drawn directly from Client designated bank account.	*Included in Exhibit C Fees*
6	Provide Client and Participants with online account access.	*Included in Exhibit C Fees*
7	Provide general support services to assist Participants and Client.	*Included in Exhibit C Fees*
8	Process all communicated elections, contributions, and enrollment changes.	*Included in Exhibit C Fees*
9	Conduct nondiscrimination testing upon request. ABG will provide template.	*Included in Exhibit C Fees*
10	Provide EDI file feed options upon the request of the Client.	*Included in Exhibit C Fees*
11	Collect and submit to Center for Medicare Services (CMS) the required HRA information, if applicable.	*Included in Exhibit C Fees*
12	Manual processes outside scope of standard procedures upon request and at the approval of ABG. Includes but is not limited to Client, Broker, and/or Client Vendor error corrections. Additional fees may apply – project specific.	*Additional fees may apply – project specific*

#	HSA Administration (As Applicable)	Fee Structure
1	Establish individual HSA accounts with investment options.	*Included in Exhibit C Fees*
2	Provide Client with system standard open enrollment communications upon request.	*Included in Exhibit C Fees*
3	Provide Debit Card. Note: Debit Card will be stacked if Participant is enrolled in other qualifying benefit account(s).	*Included in Exhibit C Fees*
4	Email Participants with instructions on how to access and use their accounts.	*Included in Exhibit C Fees*
5	Provide Client and Participants with online account access.	*Included in Exhibit C Fees*
6	Provide general support services to assist Participants and Client.	*Included in Exhibit C Fees*
7	Process all communicated elections, contributions, and enrollment changes.	*Included in Exhibit C Fees*
8	Manual processes outside scope of standard procedures upon request and at the approval of ABG. Includes but is not limited to Client, Broker, and/or Client Vendor error corrections. Additional fees may apply – project specific.	*Additional fees may apply – project specific*

Exhibit B
RESPONSIBILITES OF CLIENT

	COBRA Administration (As applicable)
1	At least thirty (30) days prior to commencement of services under this Agreement, the Client shall submit to ABG the completed COBRA onboarding information in the format requested by ABG. A template will be provided. Failure to complete timely, in entirety, and accurately may result in delay in processing.
2	Following commencement of services under this agreement, the Client will notify ABG in writing, via electronic file feed or through the online COBRA system within ten (10) business days of the date it has knowledge of the following: i. Employees who have become eligible for and elected a covered benefit. ii. Qualifying Events: death of a Covered Employee; termination of employment (other than for gross misconduct); reduction of work hours which result in a loss of coverage; divorce or legal separation of a Covered Employee; a Covered Employee's entitlement to benefits under title XVIII of the Social Security Act (Medicare), or; a Dependent of a Covered Employee ceasing to be a Dependent. iii. Any other Qualifying Event presently defined by law or so defined by any future amendment to the Acts.
3	All notifications of Qualifying Events provided by the Client shall include the names of all Qualified Beneficiaries, date and nature of Qualifying Event, employee census information including the coverage the employee had at the time of the Qualifying Event, dependent information for all dependents covered under the Client's plan(s) at the time of the Qualifying Event and the last known mailing address for each Qualified Beneficiary and each eligible dependent. The Client shall be solely responsible for determining when an Employee or Dependent has experienced a Qualifying Event, including without limitation, when an Employee's employment is terminated due to gross misconduct.
4	The Client shall notify ABG, in writing, as soon as possible, but no later than ten (10) business days, after learning that any Qualifying Beneficiary has been found disabled per the Social Security Administration at the time of the Qualifying Event, has become disabled within sixty (60) days of a Qualifying Event or, who having been disabled, is no longer disabled.
5	The Client shall notify ABG in writing as soon as possible of an addition, termination or modification of any health plan (including insurer change, rate change or benefit change) within ten (10) business days of the date it has knowledge of said change, termination or modification of such Plan.
6	Late Notification. ABG's responsibilities under this Agreement are triggered upon notification by the Client as described above. If such notification is not timely made, ABG shall use its best efforts to quickly perform its responsibilities. However, ~~ultimate responsibility for any consequences~~ABG shall not be liable for any consequences, damages, etc., attributable in whole or in part to the late notification to ABG ~~remains with the Client~~. For the purposes of this provision, "timely" refers to a period of time reasonably sufficient for ABG to perform its responsibilities within the time period required under COBRA regulation.
7	Cost of Continuation Coverage. The Client shall provide ABG with applicable premium calculations for Continuation Coverage under the Plan. ABG shall be entitled to rely on such information. Unless Client provides written direction otherwise, ABG shall charge Participants the maximum premiums allowed (including the 2% administrative fee) under COBRA regulation. ~~The Client shall be responsible for all damages that result from~~ABG shall not be liable for any damages that result from, or which could have been avoided, had the Client timely submitted premiums calculations for Continuation Coverage under the Plan.
8	The Client is responsible for the final decision upon review of disputed eligibility, cost and/or coverage issues, including determinations with respect to Continuation Coverage. Upon receipt of applicable information and documentation from ABG, Client shall notify ABG in writing of its final decision upon review of disputed eligibility and coverage issues.
9	~~The Client is solely responsible for:~~To the extent applicable to Client's plans (the parties acknowledging that governmental plans are generally exempt from Section 4980B of the Code), the Client is solely responsible for: (i) determining whether IRS Form 8928 must be filed for the purpose of reporting a violation of COBRA, (ii) preparing and filing Form 8928 (if necessary), and (iii) paying any excise tax imposed by Section 4980B of the Code. Notwithstanding the foregoing, upon request, ABG may assist the Client with its responsibilities under this paragraph.
10	The Client shall examine online reports made available by ABG in a timely manner (at least monthly) and advise ABG of any discrepancies between such reports and the Client's own records as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies.
11	If the Carrier Notification Option has been employed, the Client shall audit all insurance carrier invoices monthly and notify ABG immediately of any discrepancies in the eligibility listing. ~~The Client shall be responsible for all damages that result from~~ABG shall not be liable for any damages that result from, or which could have been avoided had the Client timely reviewed its reports and advised American Benefits Group of any eligibility or coverage discrepancies.
12	When applicable, the Client shall bear full responsibility for ensuring compliance with and adherence to all legal requirements pertaining to state continuation.
13	If the EDI file feeds have been employed, the Client shall audit all electronic data monthly against their internal systems for completeness and accuracy. The Client shall be responsible for manual entry or electronic resubmission in a timely fashion of any discrepancies.

	Direct Premium Billing (As applicable)
1	At least thirty (30) days prior to commencement of services under this Agreement, the Client shall submit to ABG the completed Direct Billing onboarding information in the format requested by ABG. A template will be provided. Failure to complete timely, in entirety, and accurately may result in delay in processing.
2	Following commencement of services under this agreement, the Client will enter, through the ABG online COBRA system, all pertinent demographic and benefit data relating to any Employees who have become eligible for billing services.
3	All enrollment data provided by the Client shall include the names of all Direct Premium Billing members, date of commencement of services, employee census information including the coverage the employee will be billed for, and the last known mailing address for each Direct Premium Billing member. The Client shall be solely responsible for determining and communicating when an Employee becomes a participating Direct Premium Billing member or ceases to be a participating Direct Premium Billing member within ten (10) business days.
4	The Client shall notify ABG in writing as soon as possible of an addition, termination or modification of any Direct Premium Billing benefit (including insurer change, rate change or benefit change) within ten (10) business days of the date it has knowledge of said change, termination or modification of such carrier, rate or benefit.
5	Late Notification. ABG's responsibilities under this Agreement are triggered upon notification by the Client as described above. If such notification is not timely made, ABG shall use its best efforts to quickly perform its responsibilities. However, ~~ultimate responsibility for any consequences~~ABG shall not be liable for any consequences, damages, etc., attributable in whole or in part to the late notification to ABG ~~remain with the Client~~. For purposes of this provision, "timely" refers to a period of time reasonably sufficient for ABG to perform its responsibilities.
6	Cost of Direct Premium Billing Coverage. The Client shall provide ABG with applicable premium calculations for Direct Premium Billing Coverage. ABG shall be entitled to rely on such information.
7	The Client is responsible for the final decision upon review of disputed eligibility and/or coverage issues, including determinations with respect to Direct Premium Billing cost or coverage. Upon receipt of applicable information and documentation from ABG, Client shall notify ABG in writing of its final decision upon review of disputed eligibility and coverage issues.
8	The Client shall examine online reports made available by ABG in a timely manner (at least monthly) and advise ABG of any discrepancies between such reports and the Client's own records as soon as possible, but in no event later than ten (10) business days after becoming aware of such discrepancies. ~~The Client shall be responsible for all damages that result from~~ABG shall not be liable for any damages that result from, or which could have been avoided had the Client timely reviewed its reports and advised American Benefits Group of any eligibility or coverage discrepancies.
9	If the Carrier Notification Option has been employed, the Client shall audit all insurance carrier invoices monthly and notify ABG immediately of any discrepancies in the eligibility listing. ~~The Client shall be responsible for all damages that result from~~ABG shall not be liable for any damages that result from, or which could have been avoided had the Client timely reviewed its reports and advised American Benefits Group of any eligibility or coverage discrepancies.
10	If the EDI file feeds have been employed, the Client shall audit all electronic data monthly against their internal systems for completeness and accuracy. The Client shall be responsible for manual entry or electronic resubmission in a timely fashion of any discrepancies.

	FSA, HRA, Transportation, Lifestyle Spending Administration (As applicable)
1	At least thirty (30) days prior to commencement of services under this Agreement, submit to ABG the following: Completed: i. A Client Information Form and Reimbursement Account Funding Agreement. ii. An Employee Profile Spreadsheet in the format specified by ABG.
2	Make determinations regarding an employee's eligibility to participate in the Plans (including the eligibility of any owners of the Client), provide eligible employees with necessary enrollment materials and information regarding the Plans, enroll eligible employees into the Plans (using ABG's on-line enrollment system if applicable), and respond to all inquiries from employees regarding eligibility for, enrollment in, and the terms and conditions of the Plans. Any paper enrollments must be compiled into and submitted to ABG in a specified spreadsheet format.
3	Report participant terminations and changes of family status to ABG no later than ten (10) business days following the effective date of such changes. Client understands that (i) new Participants may not begin participation until such time as such information has been received and processed by ABG, and (ii) delays in receipt of deletion/termination information may increase the risk to the Plan(s) of overpayments. ABG shall rely on the most current information in its possession regarding the participation and election of a Participant in paying claims and providing other services under this Agreement. ABG shall not be liable for account overpayment(s) due to delayed termination notifications and/or incorrect data.
4	Reconcile payroll amounts redirected to the Benefits Plan(s) against Enrollee Account Balance Reports available through the administrator web portal. Client shall notify ABG immediately of any discrepancies in employee contribution balances found in this reconciliation process.

5	Provide ABG with access to funds to pay card transactions and/or reimbursements by check or direct deposit to employee bank accounts. Client shall establish an account from which all benefit payments (including debit card payments, if applicable) under the Plan(s) are made. All funds provided for the purpose of paying benefits shall be made available by Client through such account. ABG shall be authorized to issue checks and/or initiate ACH transfers (as applicable) from the account. Client shall make funds available through the account at a sufficient level to permit payment of benefits due Participants. Client shall be responsible for all bank charges, reconciliation and escheatment (if any) of any funding account made available to or used by ABG to reimburse Participants under the Plan(s). Funds made available to ABG shall not include salary reduction contributions or Plan assets. Rather, the Client shall make available the Client's own funds to ABG and reimburse itself from salary reduction contributions as claims are paid. Client is responsible for the handling of and accounting of salary reduction contributions to ensure no salary reduction contributions are made available to ABG. Client acknowledges that ABG has no obligation to advance its own funds if there are not sufficient funds provided by Client for such payments.
6	Maintain the enrollment process for all employees who become eligible to participate after the initial enrollment period.
7	Initiate any action required in the event Plan(s) become discriminatory.
8	Within thirty (30) calendar days following the delivery of the Plan Documents by ABG, and in the absence of a mutually agreed extension, the Client shall review said materials, with the assistance of legal counsel and/or other professionals as the Client deems appropriate and shall provide either approval or written objections. Should the Client fail to object within the specified period, the Plan Documents shall be deemed approved. - The Client shall deliver to all Covered Individuals all appropriate and necessary documents and materials, including, but not limited to, the Plan documents, Plan amendments, SPDs, enrollment forms, application forms, and notices, as may be necessary for the operation of the Plan(s) or to satisfy the requirements of state or federal laws and regulations. Client shall execute and retain all Plan Documents and Adoption Agreement(s). - The Plans may be amended or terminated in accordance with the Plan provisions. If the Client amends a Plan, the Client agrees to notify ABG of planned plan amendments within thirty (30) calendar days before their effective date (when feasible) to allow for system updates and compliance steps. - File annual IRS form 5500 if required.
9	Client is responsible for conducting annual nondiscrimination testing on all applicable plans.
10	Provide all required and necessary data to perform Client requested nondiscrimination testing in template provided. If a Plan is found to be discriminatory, the Client must: (i) initiate corrective action(s) and (ii) communicate with affected employees using formal notices.
11	Client is responsible for reporting and payment of all Patient Centered Outcome Research Institute (PCORI) fees if applicable.
12	Client is responsible for providing required data, including Dependent information, for Medicare Secondary Payor (MSP) reporting.
13	Client is responsible for providing

Health Savings Account (HSA) (As applicable)	
1	Client shall obtain and offer a high-deductible health plan coverage qualifying employees to make or receive HSA contributions and determine that such coverage meets the requirements of Section 223 of the Code.
2	Provide information regarding each employee who establishes an HSA and report participant terminations and changes of family status to ABG no later than ten (10) business days following the effective date of such changes
3	Provide ABG with access to assets to fund HSA Account Holder's HSA accounts.
4	Reconcile contributions redirected to HSA accounts against reports provided by ABG or available through the administrator web portal. Client shall notify ABG immediately of any discrepancies in employee contribution balances found in this reconciliation process.
5	Verify that each HSA Account Holder is not covered under a non-high-deductible health plan sponsored by the Client.
6	Ensure the contributions made by or through the Client do not exceed the contribution limit established by the Code. The Client shall be responsible for all applicable tax reporting and withholding responsibilities.
7	Report all Client HSA contributions on employees' W-2 forms.
8	Ensure that Client contributions comply with the comparable contributions rules if its HSA contributions are subject to the comparable contribution requirements of Section 4980G of the Code.
9	Client shall review all related HSA reports in a timely manner and only process contributions to Participant accounts that have been successfully opened as indicated in the report.

Exhibit C
Fee Schedule

Pre-tax Benefit Services	FSA (*PPPM)	HRA (*PPPM)	Commuter (*PPPM)	ICHRA (*PPPM)	HSA (*PPPM)
*PPPM – Per Participant Per Month Select Service(s)	X	X			
Monthly Administrative Service Fee	$4.25	$4.00	$	$	$
Set-up/Annual Renewal Fee (HSA Set-up Fee Only/No Renewal)	$395			$	$N/A
Minimum Monthly Administrative Fee	$100			$100	$75
Monthly Composite Rate Option (*PPPM)	$				
Plan Document Fee (per plan) # of Plans	$295				

	Rate
Plan Document Amendment (per Amendment)	$295
Nondiscrimination Testing (per test bundle run)	$495
Takeover TPA Administration mid-plan year for Pre-tax Benefits (one-time fee)	$1,000
Administration of Previous Plan Year Grace/Run Out	$495
EDI File Feed Implementation Fee (one-time fee per vendor)	$195
	$

Lifestyle Spending Account Services	Select Service		Rate
Monthly Administrative Service Fee (per participant)			$
Annual Set-up/Renewal Fee			$195
Minimum Monthly Administrative Fee			$100

COBRA Service Fees	Third Party Payee? (For all COBRA Services including optional)		Select Service	X	Rate
Monthly Administrative Service Fee COBRA (per benefit eligible active employee)					$0.50
Annual Set-up/Renewal Fee (Includes Takeover if data is provided with initial onboarding submission)					$100
Minimum Monthly Fee					$75
Additional Per Plan Set-up Fee Over 5 Eligible Benefits					$75
Takeover Setup Fee (if provided after initial onboarding submission)					$50
New York State Continuation Set-up Fee (if applicable and upon request)					$100
New York State Continuation per month (if applicable and upon request)					$50

A 2% COBRA administration fee will be added to all COBRA member premiums; this fee will be retained by ABG. Client is responsible for the 2% COBRA administration fee for all subsidized COBRA member premiums.

If Qualifying Events exceed 20% of the benefit enrolled population in a 12-month period, a per event fee of $15 per specific rights COBRA notice will apply.

Direct Billing Service Fees	Select Service		Rate
Monthly Administrative Service Fee per Direct Billing Member			$
Annual Set-up/Renewal Fee (Includes Takeover if data is provided with initial onboarding submission)			$195
Minimum Monthly Fee			$75
Additional Per Plan Set-up Fee Over 5 Eligible Benefits			$75
Takeover Setup Fee (if provided after initial onboarding submission)			$50

Additional COBRA & Direct Billing Services (Optional – these fees will apply if services are employed)	Rate
Annual Open Enrollment Packages & Notifications (includes mailing)	$10
Carrier Eligibility & Enrollment Management (COBRA & Direct Billing bundled service) (per benefit eligible per month)	$0.20
Carrier Eligibility & Enrollment Management (Direct Billing service only - per carrier)	$25.00
EDI File Feed Implementation Fee (one-time fee per vendor)	$195
One-time Blanket Mailing of COBRA Initial Rights Notice (per-benefits enrolled employee)	$3.75

Ancillary Fees	Rate
Any services outside the scope of this Agreement and the fees stated above including but not limited to: Previous TPA administration error corrections; custom communications; custom reporting; mid-year plan changes after implementation. Client error Plan corrections after Plan implementation. Statement of Work will be provided for each instance.	$150 Per hour
Rejected Client Funding ACH Transactions (per occurrence)	$50
Paper Check Processing Fee (per check/per month)	$2.00
Employee Navigator File or Ease File for COBRA Services (pass through cost per benefit eligible employee)	$0.10
Employee Navigator File for Pre-tax Benefit Services (pass through cost per enrolled employee)	$0.50
	$

Client Information

Client Legal Entity Name: **Wadsworth City School District**	EIN/TAX ID#: **34-6002962**
Client Doing Business As (DBA):	Benefit Plan Renewal Month: **September**
For Participant Facing Documents Preference (this will be the primary name entered in all platforms): Legal Entity Name: ☐ DBA Name: ☐	
Mailing Address (City, State, Zip Code): **625 Broad Street, Administration Building, Wadsworth, OH 44281**	
Street Address (City, State, Zip Code):	

Below is the contact information that we currently have on file. Please review for accuracy. If a contact needs to be removed or added, please indicate accordingly in the box to the right of the contact's email address. Leave box blank if no change.
ABG is entitled to rely on such information unless and until Client provides written notice of any corrections.

Plan Administrator/HR Contact:	Email:	Remove/Add
Plan Administrator/HR Contact:	Email:	Remove/Add
Plan Administrator/HR Contact:	Email:	Remove/Add
Plan Administrator/HR Contact:	Email:	Remove/Add
Executive Officer: **Doug Beeman**	Email: **dbeeman@wadsworthschools.org**	Remove/Add
Executive Officer:	Email:	Remove/Add
Broker Agency & Division (if applicable): **NFP Corporate Services**		
Broker Contact: **Alex Fleming**	Broker Email: **alex.fleming@nfp.com**	Remove/Add
Broker Contact: **Victoria Koubek**	Broker Email: **victoria.koubek@nfp.com**	Remove/Add
Broker Contact:	Broker Email:	Remove/Add
Broker Contact:	Broker Email:	Remove/Add
Broker Contact:	Broker Email:	Remove/Add
Broker Contact:	Broker Email:	Remove/Add
Broker Contact:	Broker Email:	Remove/Add
Broker Contact:	Broker Email:	Remove/Add
Broker Contact:	Broker Email:	Remove/Add
Broker Contact:	Broker Email:	Remove/Add

Classification:

Client Information	
# of Employees:	# of Benefit Eligible EE's:

Billing Information	
Bill To:	Email Address:
Billing Contact/Title:	Telephone:
Bill To Address (City, State, Zip Code):	

Third Party Payee Billing Information (if applicable)	
Bill To:	Email Address:
Billing Contact/Title:	Telephone:
Bill To Address (City, State, Zip Code):	

The above information is required for accurate invoices.

Board Goals:

Whole Child:

- Continue to monitor federal and State Assembly activity and take timely action to address potential legislation that may negatively impact the goals and outcomes of the Whole Child initiative.
- The Wadsworth City School District Board of Education will gather information from district stakeholders regarding the economic, social, and emotional needs of students within the district.
- The purpose of this effort is to gain a comprehensive understanding of the factors affecting student well-being and learning, analyze the collected information, and review findings during a follow-up presentation at a future Board of Education meeting.

Finance:

- The Wadsworth City School District Board of Education will develop a written plan, as prescribed by the Ohio Department of Education and Workforce (ODEW), to address the projected deficit cash balance in Fiscal Year 2028 identified in the third year of the district's financial forecast.
- This plan will outline strategies and actions to ensure the district's long-term financial stability and compliance with state requirements.
- Continue to monitor federal and State Assembly activity and advocate against potential legislation that could negatively impact District finances.

Continue to create a climate of support and appreciation for District staff:

- Continue to highlight and celebrate our school buildings throughout the school year by:
    - Participating in Board tours of all school buildings throughout the year.
    - Taking part in/attending programs throughout the year at all buildings.
    - Continuing to provide an employee assistance plan to all employees of the Wadsworth City Schools.
    - Highlighting school-building activities and successes during Board Member items.
    - Focus on and promote the Wadsworth City Schools each month on the *Striving to be the Best* show on WCTV.

The Board will gather community input from strategic partners and community groups and communicate with the greater Wadsworth community:

- Meet annually with PTO Presidents.
- Meet annually with Building Principals and District Administrators.