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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

WEDNESDAY, JUNE 9, 2021, 6:00 P.M.

CHARLES R. PARSONS ADMINISTRATION BUILDING, 524 BROAD STREET

TO JOIN BY VIDEO, CLICK THE FOLLOWING LINK:

<https://stream.meet.google.com/stream/c390f634-c7ad-45da-9773-2c44191be511>

(employees and/or those viewing from a student email acct.)

or

<https://meet.google.com/yut-jocu-zgk?authuser=0>

(participants/board members)

TO JOIN BY TELEPHONE, CALL THE FOLLOWING NUMBER:

(US)+1 929-266-1913

PIN: 660 262 705#

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Motion for Approval and Signing of Minutes**
- V. Administrative Items**
 - A. Personnel Consent Items
 - 1. Resignations
 - a) Roger Havens, Franklin Elementary School Principal, retire eff. 7/1/2021
 - b) Amy Casey, Non-Teaching Employee, eff. 6/8/2021
 - c) Sarah McCafferty, Certified Teacher,
 - d) Susan Howard (morning Bear Cub position only), eff. 6/5/2021
 - e) Robert Karovic, WHS RTI Member (supplemental contract)
 - f) Jeffrey Kisor, Varsity Boys Lacrosse Coach
 - g) Ryan Likens, Middle School Athletic Director (supplemental contract, 10%)
 - h) Paul Pallini, Varsity Asst. Track Coach (supplemental contract)
 - i) W. Michael Schmeltzer, Varsity Softball Coach
 - j) Dayna Wolf, Non-Teaching Employee, eff. 6/5/2021
 - k) Karl Yurchiak II, Varsity Girls Lacrosse Coach

2. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2021-2022 school year, with a license effective date of July 1, 2021, if he/she does not already have the said license.)

- a) Amy Casey, Certified Teacher
- b) Krista Dobbins, Certified Teacher
- c) Stephanie Hofener, Certified Teacher
- d) Brian Lenox, Certified Teacher
- e) Megan Mong, Certified Teacher
- f) Jillian Seifert, Certified Teacher
- g) Jessica Widmer, Transportation Supervisor
- h) Nicole Winkler, Certified Teacher
- i) Chelsea Duty, Home Instructor
- j) Certified Substitutes, per attached list
- k) Classified Substitutes, per attached list

B. Action Consent Items

1. Recommendation to approve the Naviance by Powerschool Inc. Terms of Service, Addendum to the Naviance by Powerschool Terms of Service and the Naviance Privacy Policy, effective June 4, 2021

VI. Board of Education Discussion

- A. Potential combination bond/operating ballot issue for November 2021

VII. Executive Session

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

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

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

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

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

- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. Matters required to be kept confidential by federal law or rules or state statutes
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

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

VIII. Adjournment

In accordance with State and Federal law, the District will provide reasonable accommodations to persons with disabilities who wish to attend and/or participate in school events. Such individuals should notify the Superintendent if they require a reasonable accommodation.

WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
June 9, 2021

Agenda Detail Sheet

V. Administrative Items

A. Personnel Consent Items

2. Employments

- a) Amy Casey:** Ms. Casey is being recommended to fill the Franklin Elementary School Intervention Specialist position which is a new position due to increased student needs. This new position was added during the 2020-2021 school year and filled with a substitute teacher at Valley View Elementary School. The position will be moved to Franklin Elementary School for the 2021-2022 school year.
- b) Krista Dobbins:** Ms. Dobbins is being recommended to fill the high school/middle school Computer Science teaching position left open when Ms. Maria Daull moved to another position within the district.
- c) Stephanie Hofener:** Ms. Hofener is being recommended to fill the Wadsworth Middle School English teaching position left open when Ms. Christa Halicki accepted another position within the district.
- d) Brian Lenox:** Mr. Lenox is being recommended to fill the Central Intermediate School Intervention Specialist position left open when Ms. Emily Pignato resigned.
- e) Megan Mong:** Ms. Mong is being recommended to fill the Isham Elementary Kindergarten teaching position left open when Ms. Karen Lapidakis retired.
- f) Jillian Seifert:** Ms. Seifert is being recommended to fill the Franklin Elementary second grade teaching position left open indirectly by the retirement of Ms. Teri Mackey. The student enrollment projections for the 2021-2022 school year require us to eliminate a fourth grade section (Ms. Mackey's fourth grade section will not be filled) while adding a second grade section at Franklin Elementary School.
- g) Jessica Widmer:** Ms. Widmer is being recommended to fill the Transportation Supervisor position left open when Ms. Erica Motz resigned.
- h) Nicole Winkler:** Ms. Winkler is being recommended to fill the high school physical education/health teaching position left open when Mr. Justin Todd accepted another position within the district.

B. Action Consent Items

1. **Naviance by Powerschool Inc.:** The Naviance by Powerschool Inc. Terms of Service, Addendum to the Naviance by Powerschool Terms of Service and the Naviance Privacy Policy, effective June 4, 2021, being recommended for approval will allow our high school to continue to use the Naviance program for students and their college admissions process.

EMPLOYMENTS
June 9, 2021

Certified Substitutes

Shannon Schrock

Classified Substitutes

Kayla Caplinger
Angela Carretta
Tara Files
Karen Flanigan
Melissa Kinseher
Joyce Lamp
Jennifer Layton
Vicki Owen
Lori Perry
Kristen Robinson
Janine Roser
Kelly Ross

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: May 26, 2021

The Wadsworth City Board of Education met in Special Session on Wednesday, May 26, 2021, at 6:00 P.M at Charles R. Parsons Administrative Building, 524 Broad Street, and via Google Meet.

PLEDGE OF ALLEGIANCE AND ROLL CALL

Present	Gordon (arrived at 6:09), Kramer, McComas, Stevens, Batey
Absent	
Administrators	3
Staff	1
Visitors	5

21-05-48 APPROVAL OF BOARD MINUTES

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

Regular Meeting May 10, 2021

VOTE: Yea - Kramer, McComas, Stevens, Batey
 Nay - None

Motion Carried,

ADMINISTRATIVE ITEMS

21-05-49 Upon the recommendation of Superintendent Hill, the motion was made by **KRAMER**, seconded by **STEVENS**, to adopt the Personnel Consent Items from the May 26, 2021, Special Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Resignations

a)	Gabe Tudor	Asst. Superintendent	(eff. 07/01/21)
b)	Christa Halicki	Certified Teacher	
c)	Andrea Miller	Elem. Music Teacher	(eff. 06/05/21)
d)	Karla Gipson	Non-Teaching Employee	(retire eff. 07/01/21)
e)	Karen Beavers	International Club Advisor	(2021-22 suppl.)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: May 26, 2021

2. Employments

(Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2021-2022 school year, with a license effective date of July 1, 2021, if he/she does not already have the said license.)

- | | | | |
|----|-----------------|-----------------------|-----------------|
| a) | Christa Halicki | CIS Asst. Principal | (2021-23) |
| b) | Kelly Burkhart | LPN | (eff. 05/20/21) |
| c) | Kevin Williams | Certified Teacher | |
| d) | Cara Johnson | Home Instructor | (eff. 05/17/21) |
| e) | Elise Muhl | Speech & Debate Judge | |

f) Supplemental Contracts:

Barbara Arnold	WMS Student Council
Laura Boyert	WMS Special Education Dept. Head
Amy Clark	WMS Science Dept. Head
Eric England	WMS Boys/Girls Cross Country Coach
Brittany Evans	WMS Fall Cheerleading Coach (50%)
Brittany Evans	WMS Winter Cheerleading Coach (50%)
Cheryl Gerberich	Bear Cub Academy
Kate Goodrich	WMS English Dept. Head (50%)
Shannon Herlihy	WMS Athletic Director (10%)
John Hutchinson	Asst. Coach, Grizzlies Youth Tennis Camp
Beth Lawrence	WMS Math Dept. Head
Mike Lee	WMS Assistant Cross Country Coach
Ryan Likens	WMS Athletic Director (90%)
Ron Messer	8th Grade Head Football Coach
Michelle Minick	8th Grade Assistant Volleyball Coach
Maria Nichols	WMS Fall Cheerleading Coach (50%)
Maria Nichols	WMS Winter Cheerleading Coach (50%)
Brandon Nolan	WMS Assistant Football Coach
Sam Piehl	WMS Band Director
Samantha Quallich	WMS Choir
Caren Schrub	WMS Social Studies Dept. Head
Matt Shiarla	WMS Assistant Football Coach
Kip Shipley	WMS Assistant Football Coach
Joseph Snyder	WMS English Dept. Head (50%)
Joseph Snyder	8th Grade Volleyball Coach
George Steele	Boys' & Girls' Varsity Bowling Coach (50%)
George Steele	Boys' & Girls' Varsity Asst. Bowling Coach (50%)
Heidi Steele	Boys' & Girls' Varsity Bowling Coach (50%)
Heidi Steele	Boys' & Girls' Varsity Asst. Bowling Coach (50%)
Meredith Stratton	International Club Advisor
Kevin Williams	WMS Assistant Football Coach
Chad Wolf	WMS Assistant Football Coach

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: May 26, 2021

3. Recommendation to amend the unpaid leave under FMLA of Ashley Bonenfant to reflect the leave is through September 10, 2021, rather than September 20, 2021, as originally recommended.

VOTE: Yea – McComas, Stevens, Batey, Kramer
Nay – None

Motion Carried,

21-05-50 Upon the recommendation of Superintendent Hill, the motion was made by **BATEY**, seconded by **STEVENS**, to adopt the Action Consent Items from the May 26, 2021, Special Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to accept the following donations:

a)	Wadsworth Drama Boosters	\$5,000
b)	Gene Haas Foundation	\$5,000
c)	Rotary Club of Wadsworth	\$9,985
d)	Automation Tool & Die, Inc.	\$ 500
2. Recommendation to approve the Tournament Site Availability Agreement. **(ATTACHED)**
3. Recommendation to confirm Sydney Vidmar as the 2021 Winifred Beech Young Scholarship recipient. **(ATTACHED)**

VOTE: Yea – Stevens, Batey, Kramer, McComas
Nay – None

Motion Carried,

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 Special 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).

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: May 26, 2021

- B. ***To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.***
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. Matters required to be kept confidential by Federal law or rules or State statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

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

EXECUTIVE SESSION

21-05-52 The motion was made by **KRAMER**, seconded by **BATEY**, to enter Executive Session at **6:05** p.m.

VOTE: Yea – Batey, Kramer, McComas, Stevens
Nay – None

Motion Carried,

GORDON arrived at 6:09 p.m.

EXECUTIVE SESSION recessed at **7:00** p.m.

BOARD OF EDUCATION DISCUSSION

- A. Discussion: Update on the potential Central Intermediate School building process: Architects from Holabird & Root / bshm Architects, Inc.
- B. Potential combination bond/operating ballot issue for November, 2021.
- C. Board set Special Meeting for June 7, 2021 at 6:00 p.m. at Charles R. Parsons Building.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: May 26, 2021

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 Special or special meeting for the sole purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:
 - 1. Appointment
 - 2. ***Employment***
 - 3. Dismissal
 - 4. Discipline
 - 5. Promotion
 - 6. Demotion
 - 7. Compensation
 - 8. Investigation of charges/complaints (unless public hearing requested).
- B. ***To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.***
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- E. Matters required to be kept confidential by Federal law or rules or State statutes.
- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoid prosecution for a violation of the law.

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

EXECUTIVE SESSION

21-05-52 The motion was made by **BATEY**, seconded by **STEVENS**, to enter Executive Session at **9:01** p.m.

VOTE: Yea – Batey, Gordon, Kramer, McComas, Stevens
Nay – None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: May 26, 2021

EXECUTIVE SESSION recessed at **9:34** p.m.

ADJOURNMENT

21-05-53 The motion was made by **GORDON**, seconded by **BATEY**, to adjourn at 9:34 p.m.

VOTE: Yea – Gordon, Kramer, McComas, Stevens, Batey
Nay – None

Motion Carried,

(Signed) _____
Gary McComas, President

(Attested) _____
Douglas D. Beeman, Treasurer

Amy K. Casey

Career Objective: I am seeking a position as an attendant or aide where my diligence, motivation, and knowledge of teaching will be rewarded.

Education: **Chattanooga State Technical Community College**
Attended 1997-1999

University of Akron
Graduated December 2001
Bachelor of Arts, Education: Secondary Education Social Studies 7-12

Related Experience:

InfoCision Management Corp **Call Center Supervisor** **2007-2017**

- Oversee call center operations for mid-size telemarketing company focusing on Christian fundraising and customer service
- Manage a team of supervisors; fostering their leadership with the telemarketing agents (Communicators) including motivation, training, and discipline
- Manage a large team of telemarketing agents (Communicators); prioritizing the daily assignments based on client and company goals
- Audit and monitor calls for quality as well as legal and client file policy compliance
- Enforce company and industry policy and discipline when necessary

U.S. Army Reserves **Instructor** **2005-2006**

- Served as the sole instructor for the education center at Q-West, Iraq.
- Designed the curriculum and instructed a General Technical (GT) Improvement Class.
- 81 Soldiers improved their GT score under my instruction.
- Awarded Meritorious Service Medal for achievements and service in Iraq.

Springfield Local Schools **Intervention Specialist** **2003-2005**

- Tutored and supplemented the regular education of high school age students with mild to moderate learning disabilities.
- Established goals and objectives for over 20 students via an Individual Education Program (IEP).
- Co-Instructed Biology and U.S. History with Regular Education Instructors in order to accommodate the material for my students.
- Served as Advisor to Student Council.

Summit County **Substitute Teacher** **2002- 2003**

- Assumed role of the classroom teacher in their absence.
 - Developed impromptu lessons when none were provided for me.
 - Maintained classroom order and discipline while providing effective learning environment.
-

KRISTA DOBBINS

EDUCATION

Ashland University – Graduated June 2009. Received Masters Degree in Educational Administration.

University of Akron – Graduated with Cum Laude honors, May 2001. Received Bachelor of Science Degrees in Comprehensive Business and Vocational Education.

University of Akron – Graduated May 1997. Received an Associate Degree in Office Administration, an Associate Degree in Legal Secretary, and a Certificate for Word Processing.

TEACHING EXPERIENCE

Ohio Virtual Academy: January 2017 – Present

1690 Woodlands Dr #200, Maumee, OH 43537

- Instructional areas: Java Programming 1 and 2, Programming Logic and Design 1 and 2, Image Design and Editing, Digital Photography, Business Explorations (grades 9-12).
- Responsible for creating functional learning environment for student learning.
- Implementing instructional strategies and creating authentic assessments, which reflect a variety of learning styles for students.
- Preparing students for the end of course state standards CTE WebXams.
- Other duties include the management of grades and student records, frequent contact with students and parents, and interaction with administrators, teachers and other staff.

Electronic Classrooms of Tomorrow: August 2014 – January 2017

3700 South High Street, Columbus, Ohio 43207

- Instructional areas: Information Technology, Web Design, and Database Applications (grades 9-12).
- Responsible for creating functional learning environment for student learning.
- Implementing instructional strategies and creating authentic assessments, which reflect a variety of learning styles for students.
- Preparing students for the end of course state standards CTE WebXams.
- Other duties include the management of grades and student records, frequent contact with students and parents, and interaction with administrators, teachers and other staff.

Content Coordinator August 2011 – June 2014

- Responsibilities include assisting with the implementation process for Common Core and revised standards.
- Providing instructional leadership, coaching and support to teachers in the development of standards aligned content, Understanding by Design process, unit planning, assessment and assignment creation, locating and implementing course resources.
- Other duties include developing course scope and sequence, creating and editing webpages with district aligned programs and standards, assisting in the development of and maintaining of pre and post assessments, providing support and overseeing work projects related to curriculum and instruction.
- Developing, leading and implementing department professional development.

Computer Teacher August 2005 – June 2012

- Instructional areas: Introduction to Computer Technology and Microsoft Applications (grades 9-12).
- Responsible for creating functional learning environment for student learning.
- Implementing instructional strategies and creating authentic assessments, which reflect a variety of learning styles for students.

- Other duties include the management of grades and student records, frequent contact with students and parents, and interaction with administrators, teachers and other staff.

Leadership:

Team Leader: August 2010 – June 2012

- Responsible for holding team meetings with all computer teachers to discuss course improvements and changes in content and curriculum.
- Work with TOSA and Instructional Supervisor to maintain course essentials for Intro to Computer Technology and Microsoft Applications courses.
- Help with the development of teacher professional development opportunities for computer teachers.

Teacher Advisory Committee: August 2009 – June 2012

- Team members discuss teacher issues and concerns with administration and staff.
- Review and develop new teacher procedures and programs to help improve the teaching experience.
- Assist in the approval of school calendar and teacher evaluation documents and procedures.
- Responsible for creating and maintaining TAC webpage.

Electives Department Chair: August 2006 – June 2010

- Responsible for developing professional development opportunities for teachers within the department.
- Served as a communication liaison between teachers and administration.

Lawrence School: August 2004 – June 2005, Computer/Business Teacher

1551 E. Wallings Road, Broadview Heights, Ohio 44147

- Classroom instruction areas include Computers (grades 1-6), Research Skills (grades 7-8), Law and Accounting (grades 9-12).
- Responsible for creating individualized lessons, implementing instructional strategies and creating authentic assessments which reflect a variety of learning styles for students with special needs.
- Other duties include the management of grades and student records, frequent contact with parents, and daily interaction with administrators and counselors.

Wadsworth High School: August 2001 – June 2004, Business Teacher

625 Broad Street, Wadsworth Ohio 44281

- Teaching assignments included class instruction for Web Design, Advanced Business/Web Technology (vocational), Business Management, Keyboarding, and Word Processing.
- Responsibilities included daily classroom instruction, creating lessons that reflect a variety of instructional strategies, developing authentic assessments, and managing grades and student records.
- Advisor for Business Professionals of America and member of the building Technology Committee.

REFERENCES AVAILABLE UPON REQUEST

STEPHANIE HOFENER

PERSONAL OBJECTIVE

To obtain a position as a secondary English teacher that will allow me to create an engaging learning environment based on critical reading skills and active learning, and to continue professional development so I can take on new leadership responsibilities.

LICENSURE

✓ **ENGLISH (Grades 7-12)**

5-Year Professional Ohio License

EDUCATION

KENT STATE UNIVERSITY

Master's Degree

English with a Concentration for Teachers

G.P.A.: 4.0

June 2011- Dec. 2013

Kent, Ohio

MOUNT UNION COLLEGE

Bachelors of Science in English

Major: English- Literature

Minor: Adolescent to Young Adult Education

Minor: Intervention Specialist

G.P.A.: 3.9/4.0, Magna Cum Laude

2006 – 2010

Alliance, Ohio

SPRINGFIELD HIGH SCHOOL

Graduated with Honors

2005 Softball State Championship

2002- 2006

Akron, Ohio

"EDUCATION IS
THE MOST
POWERFUL
WEAPON WHICH
YOU CAN USE TO
CHANGE THE
WORLD."

-NELSON MANDELA

EXPERIENCED EDUCATOR

Areas of Expertise

*Response to Intervention ♦ Higher Order Thinking Questions ♦ Differentiated Instruction ♦
Critical Reading & Thinking ♦ Individual & Class Activities ♦ Student Centered Learning Environment*

Technology Integration

*Microsoft Office Suite ♦ EBeam Technology ♦ Weebly Webpage Software ♦ eSchoolPlus ♦ Renaissance
Learning Software ♦ STAR Reading Assessment ♦ Schoology ♦ Google Classroom*

PROFESSIONAL TEACHING EXPERIENCE

Louisville High School

English Teacher, Grades 9-11. Honors Eng. I & Creative Writing

Aug. 2010- Present

Louisville, Ohio

- Member of Faculty Advisory Committee & Fellowship of Christian Athletes
- Coordinator of Louisville High School's Response to Intervention Program (2013-2015)
- Summer School Teacher (2014) & Home Instructor Tutor (2016- 2018)
- English as a Second Language tutor for students at Louisville High School (2013)
- Coordinated participation in the Higher Education Grant through Stark County (2011)
- Helped develop Common Core & AIR Test Pacing Guides for the English Department
- Served as Assistant Softball Coach & Assistant Girls' Soccer Coach

West Branch Middle School

Student Teacher (Amy Eddins, Supervising Teacher)

Feb. 2010 – May 2010

Beloit, Ohio

- Developed thematic lesson plans for 60 eighth grade students
- Helped to prepare students for the Ohio Achievement Test
- Served as a Volunteer Girls' Basketball Coach at Alliance High School

**RELEVANT
WORK
EXPERIENCE****Mount Union College Writing Center**

Aug. 2008- May 2010

*Peer Tutor**Alliance, Ohio*

- Acquired experience with teaching effective writing skills to other students
- Developed familiarity with grammatical conventions & different writing conventions

Akron Children's Hospital

June 2003- Aug. 2005

*Volunteer**Akron, Ohio*

- Developed projects and activities for patients ages two to eighteen
- Assisted patients and hospital staff in various capacities

**COACHING
EXPERIENCE &
CREDENTIALS**Louisville Softball, *Assistant Coach* (2011- 2016)Louisville Girls' Soccer, *Assistant Coach* (2010, 2011, 2012)Alliance Girls' Basketball, *Volunteer Coach* (2010)✓ **CPR & First Aid Certified**✓ **Completed "Fundamentals of Coaching"****Career Highlights**

- 2012 Northeast Buckeye Conference Soccer Championship—1st in school history
 - Most successful soccer season in program history (15-3-1), undefeated league play
- 2012 O.H.S.A.A. Girls' Soccer Sectional Championship
- 2011, 2012, 2013, & 2014 Northeast Buckeye Conference Softball Championship
- 2011, 2012, 2013, & 2014 O.H.S.A.A. Softball Sectional Championship

**AFFILIATIONS
& ACTIVITIES****Mount Union College**Women's Softball Team, *Captain*Alpha Lambda Delta, *National Scholastic Honor Society*Dynamo Newspaper Staff, *Reporter*Sigma Tau Delta, *International English Society*Kappa Delta Pi, *Honorary Education Society***HONORS
& AWARDS**

- January 2014 & November 2019 Louisville City Schools Teacher of the Month
- Louisville High School Teacher of the Month (April 2020)
- The Amelia Alexander Dillow Prize (*Most Outstanding English/Education Student*) (2009)
- The Eric A. & Mary Eckler Award (*Outstanding Scholarship in English*) (2010)
- Academic All-OAC Honorable Mention (2009)
- Scholar Day presenter of undergraduate research, "Why Be an English Teacher" (April 2008)
- Dean's List, Mount Union College (2006, 2007, 2008, 2009)

REFERENCES**KenFaye***Principal*

Louisville High School

Denise Mast*Head of English Department*

Louisville High School

John Twinem*Former Athletic Director &**Current Assistant Principal*

Louisville High School

Jason Greathouse*Assistant Principal*

Louisville High School

Cindy Class*Former Assistant Principal**Current Principal at Fairless MS***Amy Eddins***Language Arts Teacher*

West Branch Middle School

Brian Lenox

Licensed K-12 Special Education Teacher knowledgeable on a wide range of teaching strategies and research supported interventions especially for students with intensive behavior and mental health needs. Dedicated and hardworking professional who believes in education for all students, especially those who need us most.

Professional Experience

Wooster City Schools - Kean Elementary

Intervention Specialist - ED Unit

August 2019 - present

Junior Varsity Golf Coach

August 2020 - present

Specialized Paraprofessional - ED Unit

September 2015 - May 2017

- Design, execute, and assess Individualized Education Programs and Behavior Intervention Plans for students in grades K-4 with Emotional Disabilities
- Collaborate with general education and special education teachers to meet academic and behavior needs of students with disabilities which aligns with content standards, scope and sequence, and district priorities
- Establish strong rapport with students and families
- Managed a team of four specialized paraprofessionals
- Scored Accomplished during all formal teaching observations

Boys and Girls Club of Wooster

Program Director

May 2015 - August 2019

- Directed after-school program and summer program with an average daily attendance of 100 students (5th – 7 th grade) with a total of 350 registered members
- Created curriculums designed for academic enrichment that followed common core standards
- Collaborated with local school district to meet academic, behavioral, and social needs of members
- Collaborated with local community to provide new opportunities for members
- Managed a staff of 25 individuals and a volunteer network of 50 volunteers

The Village Network

Youth Care Specialist

September 2014 - May 2015

- Provided safe environment for youth receiving mental health services in a residential treatment facility

Education

Purdue University

Graduated December 2018

- Master of Science in Special Education
with Initial Teaching License

Ohio University

Graduated May 2014

- Bachelor of Arts in Political Science

Student Teaching Experience

Cornerstone Elementary School, Wooster, OH

- 12 weeks in Autism Unit with students in 1st - 4 th grade

Edgewood Middle School, Wooster, OH

- 12 weeks in resource room serving 7th grade students with Specific Learning Disabilities

Megan N. Mong

EDUCATION

- Masters of Arts in Elementary Education** 2021
Western Governors University | Salt Lake City, UT
- Bachelor of Speech and Language Pathology and Audiology** 2015
The University of Akron | Akron, OH
- Certificate in Parent and Family Education** 2015
The University of Akron | Akron, OH

PROFESSIONAL EXPERIENCE

Wadsworth City School District | Wadsworth, OH November 2020 – Present

Long Term Sub – New Section of Kindergarten

- Creation of a stimulating and challenging learning environment through the effective use of different instructional techniques and instructional media
- Working knowledge of a wide range of assessment strategies consistent with learning content and objectives
- Successful differentiation of instruction and assessment to meet the varying needs of a diverse group of children
- Effective classroom management through the application of fair and consistent standards, routines, encouragement and appropriate sanctions
- Development of collaborative and productive working relationships with parents, children and other teachers to support the progress of the children

Wadsworth City School District | Wadsworth, OH August 2020 - November 2020

Student Teacher

- Possess knowledge of forming effective classroom environments
- Competent in the incorporation of diverse and exceptional learners in the classroom as well as the skills needed to make lesson plans practical for all learners
- Work with students individually to help them overcome specific learning challenges
- Craft lesson plans for a variety of subjects, including reading, science, social studies, and math
- Experience in virtual/in-person hybrid teaching
- Knowledgeable in Google Workspace

Hudson City Schools | Hudson, OH

September 2019 - December 2020

Preclinical Teaching

- Substantial experience of observation, monitoring and documentation of teacher activities and student interactions
- Extensive knowledge of child education and psychology
- Operational knowledge of computer, MS Office, and internet applications
- Familiarity with child development and behavior characteristics and theories
- Ability to speak with all students in a friendly tone
- Ability to manage and finish all given work-assignments, on a timely basis

EMPLOYMENT

Avesta Systems | Hudson, OH August 2016- Present

Background Research Specialist

- Skilled in tracking down hard to find information and criminal records
- Proficient with multiple background screening software and modern computer technology
- Excellent oral and written communication skills

Kindercare Learning Center | Twinsburg, OH

June 2015- January 2018

Learning Adventures Lead Teacher

- Implemented monthly curriculum with a focus on teaching letter shape/sound identification, letter sound recognition and teaching confidence with speaking with friends and teachers
- Work individually or with small groups of children
- Enrollment of 15-25 children

Kindercare Learning Center | Twinsburg, OH

August 2016- May 2015

School-aged Lead Teacher

- Implemented weekly lesson plans
- Ensured safe environment for all children by adhering to all safety and sanitation guidelines
- Completed all required documentation and prepared progress reports

ADDITIONAL EXPERIENCE

Ohio Child Care Resource and Referral Association (OCCRRRA) | Ohio

Training

- Ohio's Overview of Child Development
- ASD Strategies in Action: School Age
- ASD Strategies in Action: Many Faces of Autism

Jillian Seifert

Education

May 2019 - May 2021

John Carroll University, University Heights, OH – *Masters of Education*

- PreK - 3 Certified
- 4/5 Endorsement obtained in August 2020
- Reading Endorsement will be completed in May 2021
- 3.76 GPA

August 2008 - May 2012

Bowling Green State University, Bowling Green, OH – *Bachelor of Science Degree*

- Apparel Merchandising major
- Marketing minor

August 2004 - May 2008

Wadsworth High School, Wadsworth, OH

Experience

August 2020 - Present

Lander Elementary, Mayfield Heights, OH – *Third Grade Teacher*

- Administer the STAR and AIR test as well collect benchmark data frequently
- Work directly with reading specialists to meet student reading goals
- Collaborate across grade level districtwide to create innovative lesson plans
- Currently work with both 45 in-person and five remote students

May 2019 - Present

Lander Elementary, Mayfield Heights, OH – *Student Teacher, Third Grade*

- Worked collaboratively with third grade team to implement cohesive plans during remote learning
- Participated in parent - teacher conferences to build strong relationships with parents
- Created lesson plans aligned with state standards that support varying students needs
- Adopted classroom management strategies to foster a safe, positive learning environment
- Developed interactive and innovative virtual lessons for remote learning

October 2015 - May 2019

Michael Kors, Westlake, OH – *Sales Manager*

- Built an environment focused on strong customer interface and service skills
- Managed day-to-day sales procedures, including supervision and task delegation to a 15-member team
- Used sales data and trends to create strategies to drive business and inform staffing decision
- Trained over 20 employees in inventory control, POS procedures, and product knowledge
- Completed interviews weekly to fill and maintain positions with the proper talent

April 2014 - October 2015

Ann Taylor LOFT, Strongsville OH -*Sales Manager*

- Recruited, interviewed, hired, and trained over 50 stylists
- Used sales data to create daily goals for the store and individually
- Creatively merchandised store product per company standards

Nicole L. Winkler

OBJECTIVE

Seeking to obtain a position in a physical education/health setting at Wadsworth City Schools; bringing an extensive amount of experience at providing a welcoming learning environment inclusive for all students to achieve academic, physical, social, and emotional success.

EDUCATION

Kent State University: Kent, Ohio
2009

May

Master of Arts: Exercise, Leisure, and Sport
Concentration: Physical Education Teacher Education

GPA: 3.94

Mount Union College: Alliance, Ohio
2007

May

Bachelor of Science: Exercise Science
Minors: Biology and Psychology

GPA: 3.54

PROFESSIONAL TEACHING EXPERIENCE

Physical Education and Health Teacher

August 2011-present

Oakwood Middle School, Canton, Ohio

*Successfully implemented the Sport Education Curriculum model in which students were taught not only sport skills, but also personal and social responsibility through roles such as coach, assistant coach, athletic trainer, scorekeeper, referee, etc.

*Worked closely with the Community Liaison to host school fundraiser events to help our families in need such as Community Christmas, Volleyball Bonanza, March Madness, in addition to annual canned food and toiletry drives.

*Created a school wide "Community Cup Challenge" in which different classrooms competed against each other in various spirit activities.

*Helped design the Eagle Dash and Color Run races for the school and district events.

*Student Council advisor in which I organized school fundraising efforts, middle school dances, supervised students as they volunteered at the Humane Society, and designed various spirit activities.

*Contacted and scheduled several community guest speakers to present to our health classes.

*Received the NFL Fuel Up to Play 60 grant twice.

*Previous school advisor for the Alliance for a Healthier Generation program.

*Head of the teacher social committee in which I organized events for testing week, baby/wedding showers, retirements, sporting event activities, etc.

*Volunteered 2 years at the Stark County Exceptional Olympics where I oversaw all of the activity station volunteers for the high school age participants.

Permanent Substitute Teacher

April 2010- May 2011

Alliance Middle School, Alliance, Ohio

*Worked in a co-teaching setting and successfully implemented a daily routine including cardiorespiratory endurance, flexibility, as well as muscular strength and endurance exercises.

*Created lesson plans which included team building activities as well as sport units.

Long-term Substitute Teacher

November 2009-March 2010

Nordonia High School, Macedonia, Ohio

*Designed effective lesson plans for an adapted physical education class that promoted safety while also maximizing their movement potential with stimulating activities.

*Collaborated with faculty in a co-teaching setting to increase the physical activity level of over 300 students through a variety of activities including a month-long Olympics unit.

*Supervised female physical education and varsity athlete locker rooms.

Substitute Teacher

September -November 2009

Barberton City School District, Barberton, Ohio

*Implemented educational lesson plans for students in grades K-12 at all of the schools in the district.

*Employed classroom management skills to increase the effectiveness of the learning environment as well as promote responsibility among students of all ages.

STUDENT TEACHING

Highland Middle School

March -May 2009

Barberton, Ohio

Suffield and Central Elementary

January-March

2009

Suffield, Ohio

RELATED WORK EXPERIENCE

Program Specialist

Barberton Parks and Recreation Commission, Barberton, Ohio

March 2008-

May 2012

*Summer Youth Adventure Camp: Organized and instructed middle school children in activities such as canoeing, kayaking, mountain biking, boating, jet skiing, water skiing, and wakeboarding.

*Winter Youth Adventure Camp: Planned activities and prepared paperwork to allow middle school children to experience physical activity through tobogganing, tubing, ice skating, and skiing.

*Fitness Learners Elementary After School Program: Educated elementary children through self-designed lessons to increase their awareness and knowledge of living a healthy and active lifestyle.

*Greynold's Fitness Awareness and Benefits After School Program: Motivated and encouraged middle school children by teaching them the importance of fitness and nutrition through stimulating activities.

*Director of Recreation Softball League: Facilitated the overall operation of a recreational softball league including working in partnership with umpires, coaches, and players as well as managing the facilities functional needs.

Graduate Assistant, Teacher Assistant and Research Assistant

Kent State University, Kent, Ohio

August 2007-May 2009

*Graduate Assistant for Physical Education Professional Community: Organized study tables, monthly meetings and educational activities for undergraduate students to better acquaint them with campus, each other and the physical education learning community.

*Teacher Assistant for Fundamental Locomotor and Manipulative Skills, Track and Field, and Outdoor Pursuits: Taught several lessons, graded assignments and exams, managed equipment, and supervised undergraduates at child development center.

*Research Assistant: Conducted research for professors pursuing to publish articles in various aspects of physical education pedagogy.

COACHING EXPERIENCE

Oakwood Middle School, Canton, Ohio

*Cross Country (2 seasons)

*Track & Field (5 seasons)

*Volleyball (5 season)

*Basketball (1 season)

Alliance Middle School, Alliance, Ohio

*Basketball (1 season)

*Volleyball (1 season)

Alliance High School, Alliance, Ohio

*Varsity & JV Softball (2 seasons)

RECENT PROFESSIONAL DEVELOPMENT & VOLUNTEER EXPERIENCE

- *Wadsworth Matchstick Race Challenge Series Committee Member
- *Shadowed Betty Kern at Schrop Intermediate for a day to share ideas and engage in professional dialogue.
- *Ohio Department of Education Stark County Region Physical Education Workshop
- *Cleveland Clinic 4th Angel Mentor
- *Stark County Exceptional Olympics

AWARDS/SCHOLARSHIPS

- *Betty Smith Truog Award ***Outstanding teacher preparation female for scholarship and character**
- *College of Education, Health, and Human Services ***Outstanding graduate service award**
- *Mary Maher Smith Scholarship
- *Dean of Education, Health, and Human Services Scholarship

ACTIVITIES AND ATHLETICS

Kent State University

- *Physical Education Professional Community
- *Graduate Assistant
- *Intramurals

Mount Union College

- *Exercise Science Club (Representative at Large)
- *Alpha Delta Pi Sorority (Property Manager)
- *Varsity Softball Team



NAVIANCE

BY POWERSCHOOL

Sales Order Form

400 E Business Way
Suite 400
Cincinnati, OH 45241
www.hobsons.com

Sold To: Wadsworth High School
Name: Michele Evans
Address: 625 Broad St, Wadsworth, OH 44281-2399
Email: mevans@wadsworthschools.org
Phone: (330) 335-1315
Naviance ID: [REDACTED]

Naviance by PowerSchool Contact:
Name: Dana Bulba
Email: dana.bulba@hobsons.com
Phone: 703-859-7323

Order Date: 28-May-2021

Valid Until: 04-Jun-2021
Quote Number: Q401914
Contract Start Date: 14-May-2021
Contract End Date: 13-May-2022
Contract Term (in months): 12
Currency: USD

Purchase Order:
Payment Term: Net 30

Product or Service	Quantity	Unit	Start Date	Term (In Months)	Sub-Total
Naviance eDocs	1	SrEnrollment	14-May-2021	12	650.00
Naviance for High School	1,550	Enrollment	14-May-2021	12	6200.00

Total Price:	6,850.00
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Notes: (if applicable) Subscription to Naviance eDocs is based on enrollment of Senior class only.

Comments:

Please complete or update the following information:

Account Contacts	Name	Email Address
Primary	Michele Evans	mevans@wadsworthschools.org
Billing	Michele Evans	mevans@wadsworthschools.org
Payment Method:	Purchase Order # * If you would like to pay with a credit card, please contact the billing department at 866-337-0080, option 3.	
CEEB Code:	365275	

Unless separate invoice and payment terms are specified, Hobsons will issue invoices once per year, with the first taking place upon execution of the order form and then annually thereafter throughout the term of the contract.

This Sales Order Form is governed by and incorporates the terms and conditions found at <https://static.naviance.com/html/policies/tos.html>, as may be amended (the "Terms of Service"). By signing below, you represent that you have authority to sign on behalf of Customer and bind Customer to the Terms of Service, which are made a part of this contract.

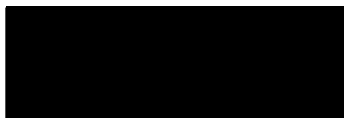
Please complete the contact and payment information as indicated, then sign below to indicate your acceptance. By signing this contract, you represent that you are authorized by your institution to make this purchase. If a Purchase Order is required for payment to be issued, please indicate below. If you have selected professional services, travel expenses for on-site professional services will be billed separately following your session(s).

☒ Yes, a Purchase Order is required. It will be sent to Hobsons by charris@wadsworthschools.org.

Upon execution by the authorized signatory, Customer hereby agrees to the Terms of Service, which will become effective together with this Order Form as of the Contract Start Date above.

ACCEPTED AND AGREED:

NAVIANCE, INC.

By: 

Signature

Eric Shander

Name

Chief Financial Officer

Title

28-May-2021

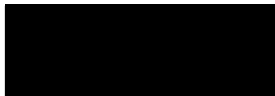
Date

Address: 400 E-Business Way, Ste. 400,

Cincinnati, OH 45241 USA

ACCEPTED AND AGREED:

CUSTOMER

By: 

Signature

Douglas D. Beeman

Name

Treasurer

Title

6/4/2021

Date

524 Broad St
Wadsworth OH 44281

Address: _____

Purchase Order & Order Forms:

Naviance, Inc.

400 E. Business Way, Suite 400

Cincinnati, OH 45241

Remit To:

Naviance, Inc.

P.O. Box 504571

St. Louis, MO 63150-4571

IF YOU CHOOSE TO FAX, THEN PLEASE CLICK ON THE 'SIGN ON PAPER' BUTTON FOLLOWED BY 'PRINT AND FAX' BUTTON AND FAX YOUR SIGNED ORDER FORM TO THE NUMBER PROVIDED ON THE COVERPAGE OF THE DOWNLOADED DOCUMENT

ADDENDUM TO THE NAVIANCE BY POWERSCHOOL TERMS OF SERVICE

This Addendum addresses amended and additional terms to be included into the Terms of Service (the "**Agreement**") by and between Naviance Inc. by PowerSchool Group LLC ("**Naviance**") and Wadsworth High School ("**Customer**"). Except as set forth in this Addendum, including Sales Order Form Quote Number Q401914, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Agreement, the terms of this Addendum will prevail.

1. The first paragraph of the recitals is hereby deleted in its entirety and replaced with the following:

By viewing, accessing, or using the Service (or any part thereof), you agree that these Terms are a binding legal agreement between you and Naviance, and you agree to be contractually bound both by the Terms, and by any Order Form (together with the Terms, the "Agreement"). For purposes of clarity, any Order Form that attaches or references these Terms is deemed to incorporate these Terms. The latest version of the Terms is available on the Service, including when you log in to the Service.

2. The second paragraph of 2.4 (Interactive Areas) is hereby deleted in its entirety.

3. Section 3.4 is hereby deleted in its entirety and replaced with the following:

"3.4. Non-Payment and Suspension of Service. Customer's account will be considered delinquent if payment in full of the amount set forth on an invoice is not received within thirty (30) days following the date of the applicable invoice. Naviance reserves the right to suspend or terminate the Agreement and Customer's access to the Service if Customer's account becomes delinquent. Payments not received by Naviance within thirty (30) days following the date of the invoice shall bear interest at a rate equal to one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is less. Customer will continue to be charged during any period of suspension. Customer agrees that Naviance may charge unpaid fees to Customer's credit card, if applicable, or otherwise bill Customer for unpaid fees. Naviance also reserves the right to impose a separate reasonable reconnection fee not to exceed \$1,000.00 should Customer request access to the Service once outstanding fees have been paid."

4. Section 7.1 is hereby deleted in its entirety and replaced with the following:

7.1. Privacy. Naviance is committed to protecting the privacy of Customer and User personally identifiable information, and maintains a detailed Privacy Policy, which may be viewed [here](#). Naviance reserves the right to modify its Privacy Policy in accordance with the procedure outlined in that policy. In no event will these updates materially diminish the protections afforded to Customer.

5. Section 8.1 is hereby deleted in its entirety and replaced with the following:

"8.1 Term of Service. Unless otherwise set forth on the Naviance Order the Agreement commences on the earlier of the date the Order Form is executed or the "contract start date" set forth on the Order Form (the "Effective Date") and shall continue for the initial term set forth on the Order Form (the "Initial Term"), unless terminated by Naviance pursuant to the Agreement, including these Terms."

6. Section 8.2 is hereby deleted in its entirety and replaced with the following:

8.2. Termination for Cause; Suspension. Naviance may terminate any portion of the Agreement, or the entire Agreement, in the event of any breach by a Customer of any term of the Agreement,

including these Terms, that is not remedied within fifteen (15) days after written notice to that Customer. If Naviance terminates the Agreement under this Section 8.2, in addition to any other rights or remedies available to Naviance, all fees due by Customer through the end of the Initial Term or the then-current Renewal Term are accelerated and immediately due and payable. Naviance may suspend or interrupt the provision of any portion of the Service to a Customer upon Naviance's good-faith determination of any violation by that Customer of Sections 4, 5, or 6 herein. Naviance will restore provision of the Service only if, in Naviance's sole opinion, Naviance has received satisfactory assurances as to the cessation of the violation. The Customer is responsible for all agreed upon fees and charges during any suspension period as outlined on the Naviance Sales Order Form for the term of the order.

7. Section 10.1 is hereby deleted in its entirety and replaced with the following:

"10.1. Indemnification by Customer. To the extent allowable under Ohio Revised Code 5705.41, Customer shall indemnify, defend, and hold Naviance, its licensors, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising out of or in connection with: (i) a claim alleging that use of Customer Data infringes the rights of, or has caused harm to, a third party; or (ii) a claim arising from or alleging a breach by a Customer or User(s) of any provision of the Agreement, provided that Naviance: (a) gives written notice of the claim to Customer as soon as practicable; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases Naviance and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents of all liability and such settlement does not affect Naviance's business or the Service); (c) provides to Customer all reasonably available information and assistance; and (d) has not compromised or settled such claim without Customer's prior written consent. The maximum liability under this Section 10.1 will not exceed \$20,000.00"

8. Section 10.2 is hereby deleted in its entirety and replaced with the following:

"10.2. Indemnification by Naviance. Naviance shall indemnify, defend, and hold Customer and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes the copyright, patent, trademark, and other intellectual and proprietary rights of a third party. Naviance shall have no indemnification obligation, and to the extent allowable under Ohio Revised Code 5705.41, Customer shall indemnify Naviance pursuant to the Agreement, for claims arising from any alleged infringement related to the combination of the Service with any of Customer's or any of Customer's licensor's products, service, hardware, or business process(es), so long as such use was not authorized or directed by Naviance, such authorization and/or direction having been expressly given in writing. The maximum liability under this Section 10.2 will not exceed \$20,000.00"

9. Section 16 is hereby deleted in its entirety and replaced with the following:

16. Notice. Naviance may give notice to the Customer or User at any time by letter delivered by a nationally recognized overnight delivery service for first class postage prepaid mail, by e-mail, or by fax to the Wadsworth City School District, 524 Broad St. Wadsworth, Ohio 44281, 330-335-1310 (fax), ahill@wadsworthschools.org, or such other address as may be designated from time-to-time. Such notice shall be deemed to have been given to Customer or Users upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by e-mail). Customer or Users may give notice to Naviance at any time by letter delivered by a nationally recognized overnight delivery service or first class postage prepaid mail, by e-mail, or by fax to Naviance Inc., 3033 Wilson Boulevard, Suite 500, Arlington, VA 22201, 703-859-

7319 (fax), legal@naviance.com, or such other address as may be designated from time-to-time. Such notice shall be deemed given when received by Naviance.

10. Section 19.1 is hereby deleted in its entirety and replaced with the following:

"19.1. Governing Law; Forum. The Agreement, including these binding Terms, and the rights and obligations of the parties thereunder shall be governed by and construed in accordance with the law of the State of Ohio and controlling United States federal law, without regard to the choice- or conflicts-of-law rules of any jurisdiction. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in Medina County, Ohio, for the adjudication of any disputes, actions, claims or causes of action arising out of, relating to, or in connection with this Agreement, the Terms, or the Service. You expressly waive any objection to personal jurisdiction or venue in the state and federal courts identified in the preceding sentence, including any forum non conveniens argument."

11. Section 19.2 is hereby deleted in its entirety and replaced with the following:

"19.2. Naviance Remedies. You acknowledge that any breach of the Agreement, including these binding Terms, and including without limitation the restrictions on any unauthorized viewing, access, or use of the Service, will cause irreparable harm and injury to Naviance, for which there is no adequate remedy at law. Thus, in addition to all other remedies available at law or in equity, you agree that Naviance shall be entitled to injunctive relief. Material breach of the Agreement, including these binding Terms, harms the integrity, functionality, and reputation of the Service and Naviance and its affiliates; detracts from Users' and Customers' trust in and use of the Service; and unfairly harms, thereby causing damage to, the business of Naviance, the Service, and the computers and servers through which Naviance offers the Service."

12. Section 20.6 is hereby deleted in its entirety and replaced with the following:

20.6. Cancellation or Rescheduling by Customer. Customer may reschedule an on-site or webinar session that has been previously confirmed by Naviance, provided that Customer agrees to: (i) notify Naviance in writing at least 3 business days in advance prior to the start of the session; (ii) pay costs incurred on Customer's behalf for the session as originally scheduled (including but not limited to any cancellation fees paid to our instructor(s) and, if applicable, travel expenses); and (iii) pay travel expenses associated with the session once rescheduled, if applicable. A session shall be considered canceled by Customer, with no further obligations by Naviance, in the event of any of the following: (i) failure to schedule a session to be conducted within 12 months from the date of purchase; (ii) failure by Customer to attend a session for which Customer is registered without providing the specified advance notice to Naviance; or (iii) failure by Customer to reschedule a session in accordance with the provisions of this Section 20. Customer agrees to pay any agreed upon fees for services and to pay any expenses incurred by Naviance on Customer's behalf in connection with sessions confirmed by Naviance as outlined on the Naviance Sales Order Form and canceled by Customer. If cancellation of a session is a result of inclement weather resulting in a school or delay, Customer is still responsible for paying any agreed upon expenses incurred by Naviance on the Customer's behalf, however the session will not be considered cancelled by Customer.

13. No other changes are made to the Agreement.

Upon execution of this Addendum by their duly authorized representatives, the Parties enter into this Addendum as of the Effective Date.

NAVIANCE INC.

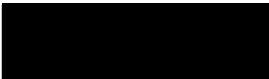
WADSWORTH HIGH SCHOOL

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Signature:  _____

Printed Name: Douglas D. Beeman

Title: Treasurer

Date: 6/4/2021

Terms of Service

(Last Updated: 5/21/19)

(Effective: 5/21/19)

YOUR USE OF THE NAVIANCE PLATFORM (THE "SERVICE") CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF SERVICE (THE "TERMS").

These Terms govern your use of the Service. The Service is owned and operated by Naviance Inc. ("Naviance"), a subsidiary of Hobsons, Inc. ("Hobsons").

By viewing, accessing, or using the Service (or any part thereof), you agree that these Terms are a binding legal agreement between you and Naviance, and you agree to be contractually bound both by the Terms, ~~as Naviance may modify them from time to time,~~ and by any Order Form (together with the Terms, the "Agreement"). For purposes of clarity, any Order Form that attaches or references these Terms is deemed to incorporate these Terms. ~~The latest version of the Terms is available on the Service, including when you log in to the Service.~~ 3/70/2021
NM

If you have entered into the Agreement on behalf of an educational institution (an "Institution") or other entity, you represent that you have the necessary authority to bind that Institution or entity to the Agreement. If you do not have the necessary authority, you are prohibited from viewing, accessing, or using the Service and must immediately discontinue viewing, access, and/or use. If you do not agree to these Terms, you are prohibited from viewing, accessing, or using the Service and must immediately discontinue viewing, access, and/or use. Any viewing, access, and/or use of the Service in violation of these Terms, or in a manner not authorized by these Terms, is unauthorized, is expressly prohibited, and is a violation of these Terms.

Naviance is committed to protecting your privacy, and therefore maintains a Privacy Policy that is incorporated as part of these Terms and the Agreement and which may be viewed here. *review*

As used in these Terms and the Agreement, (i) "Customer" refers to the Institution and its officers, directors, employees, and agents (and excludes Naviance Competitors); (ii) "User" refers to a student, a student's parent(s) or legal guardian(s), and/or a person (excluding Naviance Competitors) who registers for the Service through an account provided by Customer; and (iii) "Naviance Competitor" means any entity that, in the sole opinion of Naviance, is an actual or potential competitor of Naviance or Hobsons, including without limitation any competing college and career readiness platform, product, or service, and includes any officer, director, employee, independent contractor, agent, or affiliate of such entity. For the avoidance of doubt, no Naviance Competitor: is permitted to be a Customer or User; can meet the definition of a Customer or User; or is permitted to view, access, or use the Service without express written permission from the General Manager of Naviance or Chief Executive Officer of Hobsons.

By viewing, accessing, or using the Service, you represent and warrant that you (i) are not a Naviance Competitor or acting on behalf of one in registering for, or viewing, accessing, or using the Service; and (ii) are authorized to view, access, or use the Service under these Terms.

1. Scope. The Service is a web- and mobile-application-based college and career readiness platform that helps students explore goal setting, academic planning, career exploration, and college and related post-secondary education preparation and planning. The Service also helps to identify and facilitate student connection with higher-education institutions and scholarship providers that are of interest, while simultaneously operating as the system of records for Customers. Many core features of the Service may be activated solely at the discretion of Customer.

The Service also includes a browser interface and data transmission, access, storage (subject to commercially reasonable limits as may be imposed by Naviance in its sole discretion), and single sign-on capabilities. Customers and Users are responsible for their own Internet connection, communications, and computer costs.

2. Optional Features.

2.1. Matching Features. The college-planning function contained in the Service includes certain optional features (collectively, "Matching") that allow students to view information from and interact with Hobsons' higher education Intersect subscribers ("Higher Education Institutions"). Matching is inactive by default, and therefore

must be enabled by an authorized representative of Customer who has obtained consent from the student's parent or legal guardian prior to the activation of Matching. Matching may be turned on or off at any time at the sole discretion and control of Customer.

If Customer enables Matching for its students, its students will be able to:

1. View supplemental material on college profile pages and upcoming informational and other pre-enrollment events, and
2. RSVP to upcoming events hosted by Higher Education Institutions.

In addition, students who meet certain non-personally identifiable criteria will:

1. Receive additional information about nonprofit Higher Education Institutions, and
2. If a student expresses interest in a nonprofit Higher Education Institution, that student will receive an invitation through the Service to connect directly with the Higher Education Institution. The student may then choose either to disregard or to respond to the invitation.

No student or Customer information is shared with any Higher Education Institution unless Customer has enabled Matching and the applicable student has explicitly opted to send his/her information directly to the Higher Education Institution.

2.2. Third-Party Features. Customer may choose to activate and/or purchase features and services within the Service that are provided by third-party service providers. All such third-party features and services are inactive by default, and must therefore be enabled by an authorized representative of Customer. Such features and services may be turned on or off at any time at the sole discretion and control of Customer.

Once activated, some of these third-party service providers require that a limited amount of personally identifiable information be shared in order to for the third-party feature or service to function properly. All third-party service providers are contractually required (i) to comply with all applicable laws, (ii) to use the personally identifiable information only as necessary to provide the Service to Customer, (iii) to delete the personally identifiable information when no longer needed or when Naviance requests that it be deleted on behalf of Customer, and (iv) to comply with the [Privacy Policy](#). If information is not required by the third-party service provider in order to operate the third-party service, it is not provided to such third-party service provider.

Certain third-party services are included with the purchase of the Service while others must be purchased separately, and may be subject to additional terms and conditions from Naviance and the applicable third-party service provider.

The liability of Naviance to Customer or any User for or in connection with any such third-party services shall be limited to the amount of fees paid to Naviance by such Customer for such third-party services less any amounts paid by Naviance to such third-party service provider for such third-party service.

2.3. Credit-Card Processing. Where applicable and necessary for additional purchases by an authorized representative of Customer, Naviance shall engage the services of third-party intermediaries to provide credit-card-processing services to Customer. Such intermediaries are solely links in the distribution chain and are prohibited from storing, retaining, or using the information provided, except for the sole purpose of credit card processing and/or as otherwise required by law. Before Customer submits credit card information, Customer must agree to any applicable third-party intermediary's terms of service and privacy policies including, without limitation, provisions on limited warranties and liability.

2.4. Interactive Areas. The Service may contain discussion forums in which Customers may post reviews of, make recommendations for, or give ratings for content, events, products, services, or third-party providers, or post other content, messages, materials, or other items ("Interactive Areas"). Interactive Areas are not accessible to Users.

Interactive Areas include Intersect by Hobsons, which allows Customers to edit their school profiles, interact with college admissions counselors, and manage college visit scheduling. Access to Intersect shall be subject to separate terms and conditions available here. *Rain*

Customer is solely responsible for Customer's use of such Interactive Areas, and acknowledges and agrees that Naviance may set up any such Interactive Area to be accessible by all Customers or by certain Customers selected in Naviance's sole discretion.

2.4.1. No review, recommendation, or rating of any matter or service provider within the Service or in any Interactive Area shall be deemed to be an association with, sponsorship of, or an endorsement by Naviance of any the particular matter, or a guarantee of any service provider's quality, competency, qualifications, experience, resources, character, honesty, integrity, responsiveness, or other personal and professional characteristics.

2.4.2. Naviance takes no responsibility and assumes no liability for any content posted, stored, or uploaded by any Customer or any third party in any Interactive Area, or for any loss or damage related to or resulting from Customer's or any other person's use of any Interactive Area, nor shall Naviance be held liable for any mistakes, defamation, slander, libel, omissions, falsehoods, or obscenity Customer may encounter in any Interactive Area. Although Naviance has no obligation to screen, edit, or monitor any of the content posted to or distributed through any Interactive Area, Naviance reserves the right, and has sole and absolute discretion, to remove, screen, or edit without notice any content posted to any Interactive Area at any time and for any reason, and Customer is solely responsible for creating backup copies of and replacing any material that Customer posts or stores in any Interactive Area at Customer's sole cost and expense.

3. Service Fees and Payments. Customer's access to and use of the Service shall be subject to certain fees set forth in the Order Form. Customer will pay all fees in accordance with the billing terms in effect at the time a fee or charge is due and payable to Naviance, as noted in the Order Form. All service fees are due and any amounts paid are non-refundable whether or not Customer uses the Service.

3.1. Billing and Renewal. Fees for the Service are payable to Naviance in advance. Except in the case where the Order Form includes an autorenewal provision, Naviance will notify Customer of the opportunity to renew the Service approximately thirty (30) days prior to the contract end date. Service fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties as may be applicable to the Service fees (exclusive of any taxes or similar fees that may be imposed on the net income of Naviance).

3.2. Billing Information. In all cases, Customer shall provide Naviance with complete and accurate billing and contact information. This information shall include, without limitation, legal name, street address, e-mail address, name, and telephone number of an authorized billing contact. Customer agrees to update this information promptly following any change thereto.

Customer may opt to purchase additional, optional features by request, and subject to additional terms.

3.3. Fee Changes. Naviance reserves the right, in its sole and absolute discretion, to change the fees or any other charges and to introduce any new fees or charges at any time, upon at least thirty (30) days prior notice to Customer; provided, however that such fees and charges shall not become effective for Customer for services then in effect on Customer's account until the next renewal period for Customer's account.

3.4. Non-Payment and Suspension of Service. Customer's account will be considered delinquent if payment in full of the amount set forth on an invoice is not received within thirty (30) days following the date of the applicable invoice. Naviance reserves the right to suspend or terminate the Agreement and Customer's access to the Service if Customer's account becomes delinquent. Payments not received by Naviance within thirty (30) days following the date of the invoice shall bear interest at a rate equal to one and one-half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is less, ~~plus all expenses paid by Naviance for the purpose of collection.~~ ^{7/5/2021} *MM* Customer will continue to be charged during any period of suspension. Customer agrees that Naviance may charge unpaid fees to Customer's credit card, if applicable, or otherwise bill Customer for unpaid fees. Naviance also reserves the right to impose a separate reconnection fee should Customer request access to the Service once outstanding fees have been paid. What is the cost?

4. Naviance Information.

4.1. Naviance Ownership. As between Naviance and you, Naviance retains all rights, including Intellectual Property Rights, title, and interest in and to the Service. Intellectual Property Rights means all intellectual property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, (i) all rights associated with works of authorship including without limitation copyrights, moral rights, copyright applications, copyright registrations, synchronization rights; (ii) rights associated with trademarks, service marks, trade names, logos, trade dress, and the applications for registration and registrations of trademarks and service marks; (iii) rights relating to the protection of trade secrets and confidential information; (iv) rights analogous to those set forth in

this definition and any and all other proprietary rights relating to intangible property; and (v) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, later filed, issued, or acquired. Further, Naviance shall have any and all proprietary rights in, without limitation, any suggestions, ideas, enhancement requests, feedback, and recommendations provided by any Customer, User, or other party relating to the Service.

For purposes of clarity, the Agreement is not a sale and does not convey any rights of ownership in or related to the Service or Intellectual Property Rights owned by Naviance to Customer or Users other than as expressly set forth herein. Naviance® is a registered trademark, and the Naviance logo and product names associated with the Service are trademarks of Naviance or third parties, and no right or license is granted to use them other than as expressly set forth in the Agreement; provided, however, that Customer may link to the homepage of the Naviance website located at www.naviance.com or to the Service from another website, for the purposes of directing Users to the website or the Service and that such link may include the Naviance name and relevant product name(s). Customer may not frame any page of a Naviance website.

4.2. Confidential Information. Except for information provided by a Customer or User, all information available in or through the Service is confidential information of Naviance and/or Hobsons ("Confidential Information"). Customers and Users acknowledge that the only reason they have access to and can view that Confidential Information is by virtue of a Customer's purchase of the license contemplated by Section 5 below. Customers and Users agree that the Confidential Information will be maintained as confidential and shall be protected as a trade secret of Naviance and/or Hobsons. Customers and Users acknowledge that the Service and its components have been created, compiled, prepared, selected, and arranged by Naviance through the expenditure of substantial time, effort, and money, and that it constitutes the valuable property of Naviance. Customers and Users agree to take all necessary precautions to comply with all copyright, trademark, trade secret, patent, contract, and other laws necessary to protect all rights in the Confidential Information. For the avoidance of doubt, anyone or any entity that does not meet the definition of a Customer or User may not view, access, or use the Confidential Information without express written permission from the General Manager of Naviance or the Chief Executive Officer of Hobsons.

5. License to Customer. Subject to the Agreement, Naviance grants Customer a non-exclusive, non-transferable, non-sublicensable, non-assignable, worldwide, limited right and license to use the Service solely for Customer's own business purposes and for the ability to provide Users each with an individual account to use the Service. Customer shall not, without the prior express written permission of Naviance: (i) license, sublicense, sell, resell, transfer, or assign the Service to any third party; (ii) modify or make derivative works based upon the Service; or (iii) commercially exploit the Service in any way. All rights not expressly granted to Customer in the Agreement are reserved by Naviance and its licensors. Subject to the Agreement, Customer grants to Naviance the non-exclusive, worldwide right to use, copy, store, transmit, and display Customer and/or User data hosted on the Service by Naviance ("Customer Data") only in accordance with applicable laws and the terms of the Privacy Policy. For the avoidance of doubt, Customer has no right to grant any license to view, access, or use the Service to anyone or any entity that does not meet the definition of a Customer or User without express written permission from the General Manager of Naviance or the Chief Executive Officer of Hobsons.

6. Customer and User Responsibilities. Customer is responsible for any and all activities that occur under or in connection with Customer's and its Users' accounts, and by accessing the Service, Customer agrees to the Terms of Use incorporated herein by reference. Customer and Users shall: (i) maintain the confidentiality of account names and passwords; (ii) notify Naviance immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to Naviance immediately, and stop immediately any use of the Service that is inconsistent with these Terms that is known or suspected; (iv) assure that use of the Service shall at all times conform to these Terms and the Agreement; (v) not impersonate or attempt to impersonate another Customer or User or provide false information in an attempt to gain access to or use the Service; (vi) not create accounts for or share accounts with any individual or entity not permitted to be a Customer or User under these Terms; (vii) not allow anyone not authorized to be a Customer or User under these Terms to view, access, or use the Service; and (viii) not otherwise facilitate the viewing, access, or use of the Service by anyone not authorized to be a Customer or User under these Terms.

In the event that a Customer or User makes any attempt to gain unauthorized access to another Customer's or User's account, or to view or manipulate the records of another Customer or User, Naviance reserves the right, in its sole discretion, to terminate the Agreement, and inform any relevant authorities of such violation.

7. Account Information and Data. Naviance, on behalf of itself, its employees, consultants, subcontractors, and third parties assisting Naviance in providing the Service, and Customer each represents, warrants, and covenants that it complies with, and will comply with, all applicable federal, state, and international data-protection and privacy laws and regulations with respect to the personally identifiable information collected, stored, and maintained through the Service, as well as with all applicable business regulations.

Naviance may disclose Customer or User information if necessary in order to comply with subpoenas, court orders, or regulatory requests; to protect Naviance's systems and customers; or to ensure the integrity and operation of Naviance's business and systems. When legally permissible, Naviance will notify Customer in advance of such disclosures and reasonably cooperate with Customer to limit the scope of such disclosures.

7.1. Privacy. Naviance is committed to protecting the privacy of Customer and User personally identifiable information, and maintains a detailed Privacy Policy, which may be viewed here. ~~Naviance reserves the right to modify its Privacy Policy in accordance with the procedure outlined in that policy.~~ *MR 3/10/21*

7.2. Family Educational Rights and Privacy Act ("FERPA"). In the event Customer is subject to the provisions of the Family Educational Rights and Privacy Act (FERPA), the parties agree as follows: (A) Customer appoints Naviance as a "school official" as that term is used in FERPA §§ 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Naviance has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. (B) Naviance acknowledges that it shall be bound by all relevant provisions of FERPA, and agrees that personally identifiable student information as defined in FERPA, obtained from Customer and its Users by Naviance in the performance of this Agreement: (i) will remain under the "direct control" of the Customer; (ii) will be used only to fulfill Naviance's responsibilities under the Agreement; (iii) will only be disclosed to third parties operating in partnership with Naviance as necessary to provide Services to Customer, provided that all such third parties are contractually bound to manage the information in compliance with the Naviance Privacy Policy and security policies in accordance with the requirements set forth in Section 7 above and applicable laws, and to use the information for the sole and limited purpose of providing the Service to the Customer; and (iv) will not be disclosed to other third parties except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student's parent/legal guardian, or if the student is eighteen (18) years of age or older, signed and written consent of the student.

7.3. Children's Online Privacy Protection Act ("COPPA"). Without limiting the generality of Section 7 of the Agreement, in the event that Customer allows Users under the age of 13 to submit personal information as defined in the Children's Online Privacy Protection Act (COPPA) to Naviance in connection with its use of the Service, Customer agrees that it will be responsible for obtaining verifiable parental consent prior to making the Service available to such Users. Naviance shall fully comply with COPPA and any rules or regulations promulgated thereunder.

7.4. Security. Naviance implements, maintains, and updates, as appropriate, reasonable security policies, procedures, and practices as dictated by the nature of the personally identifiable information collected and maintained through the Service, in order to protect such information from unauthorized access, destruction, use, modification, or disclosure.

The Service has security measures in place to help protect against the loss, misuse, and alteration of Customer and User personally identifiable information. When the Service is accessed using a supported web browser, Transport Layer Security (TLS) technology protects information using both server authentication and data encryption to help ensure that data are safe, secure, and available only to authorized users. Naviance also hosts the Service in a secure server environment that uses a firewall and other technologies in an effort to prevent interference or access from outside intruders. Data is secured at rest using storage level encryption. The Service also require unique account identifiers, user names, and passwords that must be entered each time a Customer or User signs on. The Internet, however, is not perfectly secure and Naviance shall not be responsible for security incidents not reasonably within its control.

8. Term of Service and Termination.

8.1 Term of Service. Unless otherwise set forth on the Naviance Order The Agreement commences on the earlier of the date the Order Form is executed or the "contract start date" set forth on the Order Form (the "Effective Date") and shall continue for the initial term set forth on the Order Form (the "Initial Term"), unless terminated by Naviance pursuant to the Agreement, including these Terms. ~~In the event the Order Form includes an autorenewal provision, the Agreement shall automatically renew after the Initial Term for~~ *5/24/21 MR*

~~consecutive one (1) year terms (each, a "Renewal Term") unless Customer provides Naviance with written notice of its intent not to autorenew not fewer than thirty (30) days prior to the conclusion of the Initial Term or the then-current Renewal Term.~~

8.2. Termination for Cause; Suspension. Naviance may terminate any portion of the Agreement, or the entire Agreement, in the event of any breach by a Customer of any term of the Agreement, including these Terms, that is not remedied within fifteen (15) days after written notice to that Customer. If Naviance terminates the Agreement under this Section 8.2, in addition to any other rights or remedies available to Naviance, all fees due by Customer through the end of the Initial Term or the then-current Renewal Term are accelerated and immediately due and payable. Naviance may suspend or interrupt the provision of any portion of the Service to a Customer upon Naviance's good-faith determination of any violation by that Customer of Sections 4, 5, or 6 herein. Naviance will restore provision of the Service only if, in Naviance's sole opinion, Naviance has received satisfactory assurances as to the cessation of the violation. ~~The Customer is responsible for all fees and charges during any suspension period.~~

8.3. Data Retention. As soon as practicable upon expiration or termination of the Agreement, but in any event no later than six (6) months after expiration or termination, Naviance will delete personally identifiable student information. Notwithstanding the above, Customer may, at any time and in its sole discretion, request in writing that its personally identifiable student information be deleted, and Naviance shall comply with any such written request within thirty (30) days.

Naviance has no obligation to retain Customer Data if Customer or User has materially breached this Agreement and such breach has not been cured within fifteen (15) days following receipt of written notice of such breach from Naviance. Naviance has no obligation to retain Customer Data if the account is delinquent, and such Customer Data may be irretrievably deleted.

Under all circumstances, within a reasonable timeframe prior to deletion of student personally identifiable information, Naviance will notify Customer so that Customer may utilize functionality within the Service to export its data.

Notwithstanding the above, if Naviance provides accounts for student users, Naviance may transfer a copy of records created by or otherwise available to a student into their individual account.

9. Representation, Warranties, and Covenants. Each party represents, warrants, and covenants that it has the full legal power and authority to enter into the Agreement. Naviance represents, warrants, and covenants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof, and that the Service will perform substantially in accordance with the on-line Naviance help documentation under normal use and circumstances. Customer and Users represent, warrant, and covenant that they have not falsely identified themselves nor provided any false information to gain access to the Service and that they will comply with the terms of the Agreement, including these Terms.

10. Indemnification.

~~**10.1. Indemnification by Customer.** Customer shall indemnify, defend, and hold Naviance, its licensors, and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising out of or in connection with: (i) a claim alleging that use of Customer Data infringes the rights of, or has caused harm to, a third party; or (ii) a claim arising from or alleging a breach by a Customer or User(s) of any provision of the Agreement, provided that Naviance: (a) gives written notice of the claim to Customer as soon as practicable; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases Naviance and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents of all liability and such settlement does not affect Naviance's business or the Service); (c) provides to Customer all reasonably available information and assistance; and (d) has not compromised or settled such claim without Customer's prior written consent.~~

10.2. Indemnification by Naviance. Naviance shall indemnify, defend, and hold Customer and its parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorney's fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes the copyright, patent, trademark, and other intellectual and proprietary rights of a third party. ~~Naviance shall have no indemnification obligation, and Customer shall indemnify Naviance pursuant to the Agreement, for claims~~

~~arising from any alleged infringement related to the combination of the Service with any of Customer's or any of Customer's licensor's products, service, hardware, or business process(es), so long as such use was not authorized or directed by Naviance, such authorization and/or direction having been expressly given in writing~~ 4/6/2021 nm

~~**11. Disclaimer of Warranties.** (I) NAVIANCE AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY CONTENT PROVIDED TO NAVIANCE BY CUSTOMER OR USERS; (II) NAVIANCE AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA, (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (III) THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS; AND (IV) ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.~~ 4/6/2021 nm

12. Internet Delays. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. NAVIANCE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

~~**13. Limitation of Liability.** In no event shall Naviance be liable to you for any indirect, special, exemplary, or consequential damages including, without limitation, loss of data or lost profits, in any manner related to the Service or your use thereof based in contract, negligence, strict liability, or otherwise, whether or not they had any knowledge, actual or constructive, that such damages might be incurred. The maximum liability for Naviance arising out of any kind of legal claim (whether in contract, tort, or otherwise) in any way connected to the Service shall not exceed the amount paid to Naviance by you for use of the Service.~~ 4/6/2021 nm

14. Additional Rights. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

15. Local Laws and Export Control. In this Section 15 (Local Laws and Export Control) only, "Export Controls" means any export control and economic sanctions laws and regulations of the United States of America, the United Kingdom, the European Union (or any Member State thereof), the United Nations and each other jurisdiction in which Naviance is incorporated, operates, conducts business or to which it is subject from time to time, including, but not limited to: (i) the US Export Administration Regulations, the US International Traffic in Arms Regulations, the US Department of Treasury Office of Foreign Asset Control's economic sanctions regulations; (ii) sanctions programmes maintained by the British Government, EU regulation on the control of exports of dual-use items and technology and any applicable European Union restrictive measure that has been or is to be implemented pursuant to any European Council or Commission Regulation or Decision adopted pursuant to a Common Position in furtherance of the European Union's Common Foreign and Security Policy; and (iii) the Indian Foreign Trade (Development and Regulation) Act, 1992, the Indian Weapons of Mass Destruction and Their Delivery Systems (Prohibition of Unlawful Activities) Act, 2005, and notifications and Foreign Trade Policy issued from time to time by the Director General of Foreign Trade, Department of Commerce and Industry, Government of India.

15.1. The Service provides services and uses software and technology that may be subject to Export Controls depending on who uses them, for what purposes they are used and where they may be used. Accordingly, Customer undertakes and agrees that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported in breach of Export Controls. This shall include, but not limited to, Customer ensuring that the Service is not used, directly or indirectly, by a specially designated person or entity listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders or the European External Action Service Consolidated List of financial sanctions targets (collectively "Designated Nationals").

15.2. Customer represents and warrants that it is not owned or under the control of a Designated National and the funds used to pay for the Service are not derived from a Designated National or an activity which would otherwise be in breach of Export Controls. If Customer uses the Service in breach of Export Controls, including using the Service as, for or on behalf of a Designated National, or reasonably suspects that such a breach has or will arise, then Customer shall immediately notify Naviance in writing upon which the Service may be terminated by the Naviance at its sole discretion in writing to Customer.

15.3. The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Naviance and its licensors make no representation that the Service is appropriate or available for use in other locations. Customer remains solely responsible for applying for and obtaining an appropriate licence for use of the Service if so required under Export Controls, including those controls applicable to Customer. Any diversion of the content contrary to US laws and regulations is prohibited.

16. Notice. ~~Naviance may give notice by means of a general notice on the Service or by written communication or e-mail to the address of the primary contact for Customer or Users on record with Naviance. Such notice shall be deemed to have been given to Customer or Users upon the expiration of forty eight (48) hours after mailing or posting (if sent by first class mail or prepaid post) or 12 hours after sending (if sent by e-mail).~~ ^{we agree to receive notice to come by us 4/6/2021} Customer or Users may give notice to Naviance at any time by letter delivered by a nationally recognized overnight delivery service or first class postage prepaid mail, by e-mail, or by fax to Naviance Inc., 3033 Wilson Boulevard, Suite 500, Arlington, VA 22201, 703-859-7319 (fax), legal@naviance.com, or such other address as may be designated from time-to-time. Such notice shall be deemed given when received by Naviance.

17. Modification. The Agreement may only be modified by the express written agreement of both parties.

18. Assignment. The Agreement, including all rights and obligations hereunder, may not be assigned by Customer or Users without the prior written approval of Naviance.

19. Governing Law; Forum; Naviance Remedies; Miscellaneous Provisions.

19.1. Governing Law; Forum. The Agreement, including these binding Terms, and the rights and obligations of the parties thereunder shall be governed by and construed in accordance with the law of the ~~Commonwealth of Virginia~~ ^{we agree to receive notice to come by us 4/6/2021} and controlling United States federal law, without regard to the choice- or conflicts-of-law rules of any jurisdiction. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in ~~Alexandria City in the Commonwealth of Virginia, and Arlington County in the Commonwealth of Virginia;~~ ^{Modena Court Owns M 4/6/2021} for the adjudication of any disputes, actions, claims or causes of action arising out of, relating to, or in connection with this Agreement, the Terms, or the Service. You expressly waive any objection to personal jurisdiction or venue in the state and federal courts identified in the preceding sentence, including any *forum non conveniens* argument.

19.2. Naviance Remedies. You acknowledge that any breach of the Agreement, including these binding Terms, and including without limitation the restrictions on any unauthorized viewing, access, or use of the Service, will cause irreparable harm and injury to Naviance, for which there is no adequate remedy at law. Thus, in addition to all other remedies available at law or in equity, you agree that Naviance shall be entitled to injunctive relief. Material breach of the Agreement, including these binding Terms, harms the integrity, functionality, and reputation of the Service and Naviance and its affiliates; detracts from Users' and Customers' trust in and use of the Service; and unfairly harms, thereby causing damage to, the business of Naviance, the Service, and the computers and servers through which Naviance offers the Service. ~~Indeed, you agree that in the event you materially breach these binding Terms, Naviance will have to incur significant time, expense, and fees in investigating and remediating the breach (including, for example, the cost of attorney and Naviance employee time).~~ ^{4/6/2021}

~~You agree that if you do not meet the definition of a Customer or User and you (i) view, access, or use the Service; (ii) violate Section 4.2; or (iii) otherwise act in a way not authorized by these Terms, you will pay Naviance's reasonable attorney's fees and costs, to be determined by a court, but not less than \$100,000, an amount the parties agree would be the minimum reasonable fee for any legal action required to investigate the violation of and enforce these binding Terms. The payment of attorney's fees and costs contemplated in the previous sentence is in addition to any damages or other relief awarded by the Court.~~ ^{4/6/2021}

19.3. Severability. If any provision of the Agreement, including these binding Terms, is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force

and effect. If the provision cannot be construed to be rendered valid, it shall be severed from the remainder of the Agreement and these binding Terms, which shall remain in full force and effect.

19.4. Miscellaneous Provisions. In the event of any inconsistency between the Agreement, including these binding Terms, and any purchase order or similar terms on any Customer form, the Agreement shall control. No joint venture, partnership, employment, or agency relationship exists between Naviance and Customer or Naviance and Users as a result of this Agreement or use of the Service. The failure of Naviance to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Naviance in writing. The Agreement, including these binding Terms and the incorporated Terms of Use, comprises the entire agreement between Naviance and Customer and Naviance and Users with respect to the Service and supersedes all prior or contemporaneous negotiations, discussions, or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Sections 4, 6, 7, 9, 10, 13, and 19, and Customer's obligation to pay any fees due under the Agreement, shall survive termination of the Agreement. y1/2/21

20. Professional Services. In the event Customer elects to receive professional services, including professional development and/or consulting services from Hobsons, the following terms shall apply. Customer agrees to contact Naviance prior to the session if Customer has any questions regarding these responsibilities.

20.1. Customer Responsibilities for Professional Development. All professional development sessions are hands-on sessions and require a computer for each participant. Customer must ensure that participants' computers are in good working order, that the appropriate hardware and software necessary to connect to the network provided in the training facility is installed, and that participants know how to connect the computer to a network. Customer must also plan to have no more than 15 individuals attend a training session at a time to ensure proper student to instructor ratio for effective learning. Customer agrees to work with Naviance to ensure that any professional development session purchased is conducted within 12 months from the date of purchase and acknowledge that a failure to have Naviance deliver a session within 12 months from the date of purchase shall constitute a cancellation by Customer as described in Section 20.6.

20.2. Customer Responsibilities for Consulting Services. With respect to consulting services, Customer agrees to the required preparation as outlined by Naviance to effectively start the engagement and utilize the services of the Naviance Consultant. Customer agrees to work with Naviance to ensure that all consulting hours purchased are utilized within 12 months from the date of purchase and acknowledge that a failure to have Naviance deliver consulting services within 12 months from the date of purchase shall result in a forfeit of the consulting hours purchased. With regards to Delegated Authentication, implementation of this service is the responsibility of Customer. The Naviance consultant cannot provide a SOAP-based web service or the technical support to create this service. With regards to automated data import, implementation of cURL is the responsibility of Customer. The Naviance consultant cannot install cURL, create a cURL directory, or configure cURL for Customer.

Customer understands that as part of providing certain consulting services as specified by Customer Naviance may have access to Customer's student data in order to provide those services. Such access will be for the sole and limited purpose of providing Customer with information and analytics about Customer's and its User's configuration and use of the Services and progress within the Services, and to provide insights, recommendations and reports for the sole and exclusive use by Customer for its purposes.

20.3. Warranties. Naviance warrants that each of its instructors and consultants performing such professional services shall have the proper skill, training, and background to perform in a competent and professional manner. Such professional services may include unknown and unforeseen problems and Naviance shall attempt to resolve such problems, should they occur. Customer acknowledges that Naviance does not warrant that a satisfactory solution to all problems will be possible. Are there any known
known issues? y1/2/21

20.4. Payments and Refunds. Customer or a contact designated by Customer will be invoiced for professional development session(s) and consulting services at the time of purchase. If applicable, Naviance will invoice Customer for travel expenses incurred by the instructor(s) for any on-site professional development services and consultant(s) for any on-site consulting services. Payments are due in accordance with Section 3 and within the time frame stated on each invoice and all consulting services and professional development sessions are non-refundable except as a result of a request by Naviance to cancel or reschedule a professional development session as described in Section 20.5.

20.5. Cancellation or Rescheduling by Naviance. Naviance reserves the right to cancel or reschedule sessions. In the event Naviance cancels or asks to reschedule a session, Customer may choose to reschedule, attend another comparable session, or receive a full refund. *yll/son and on power*

20.6. Cancellation or Rescheduling by Customer. Customer may reschedule an on-site or webinar session that has been previously confirmed by Naviance, provided that Customer agrees to: (i) notify Naviance in writing at least 3 business days in advance prior to the start of the session; (ii) pay costs incurred on Customer's behalf for the session as originally scheduled (including but not limited to any cancellation fees paid to our instructor(s) and, if applicable, travel expenses); and (iii) pay travel expenses associated with the session once rescheduled, if applicable. A session shall be considered canceled by Customer, with no further obligations by Naviance, in the event of any of the following: (i) failure to schedule a session to be conducted within 12 months from the date of purchase; (ii) failure by Customer to attend a session for which Customer is registered without providing the specified advance notice to Naviance; or (iii) failure by Customer to reschedule a session in accordance with the provisions of this Section 20. ~~Customer agrees to pay any fees for services and to pay any expenses incurred by Naviance on Customer's behalf in connection with sessions confirmed by Naviance and canceled by Customer.~~ If cancellation of a session is a result of inclement weather resulting in a school or delay, Customer is still responsible for paying any expenses incurred by Naviance on the Customer's behalf, however the session will not be considered cancelled by Customer. *↳ if from appt or gym. yll/son*

21. Digital Millennium Copyright Act. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. Naviance reserves the right to remove any material on the Service which allegedly infringes another person's copyright. If you believe in good faith that materials hosted by Naviance infringe your copyright, you (or your agent) may send us a notice requesting that the materials be removed, or access to them blocked. Such notice must meet statutory requirements imposed by the DMCA and must be in writing and include the following information in writing: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed, including, where possible, a copy or the location (e.g., URL) of an authorized version of your work; (iii) a description of the material that you claim to be infringing, as well as its location within the Service; (iv) your name, address, telephone number, and e-mail address; (v) a statement by you that you have a good faith belief that the disputed use of the materials is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices for the Service should be sent to: Matthew S. Kelman, Esq., 53 West 23rd Street, 12th Floor, New York, NY 10010. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be substantial penalties for false claims.

Naviance Privacy Policy

(Last updated 1/1/20)

Naviance by Hobsons ("Naviance") is a web and mobile-based K-12 college and career readiness platform owned and operated by Naviance, Inc. Naviance helps students in grades K-5 explore the connection between their interests, goal setting and achievement, and helps students in grades 6-12 explore goal setting, career ideas, academic planning, and college preparation, while operating as the system of records for schools and districts.

Your privacy is important to us and we are committed to protecting your information. This Privacy Policy explains how we collect, use and protect information in Naviance. This Privacy Policy must be read together with the [Terms of Service](#).

If you are located outside of the United States, please be aware that the information you provide to us is transmitted to and processed in the United States. Data will be protected subject to this Privacy Policy and applicable law, which may be different from the laws in your country. By using Naviance, you agree to this.

Information Provided by Schools and Districts ("Clients"):

When Clients decide to use Naviance, they submit information necessary to create their school account, including first and last names, ID numbers, email addresses, user names and passwords for the school and district staff users.

Clients also submit minimally required information about the students, used for school purposes to allow Clients to view student activity within Naviance:

- Grades K-2: Grade and teacher name
- Grades 3-5: Last name, unique ID number, grade and teacher name
- Grades 6-12: Last name, unique ID number, gender, class year and district campus

Additional information Clients would like to host about their students within Naviance is done at the Clients' discretion for their internal review, analysis and reporting. This may include student personal information and academic records, including student first names, contact information, date of birth and other demographic information, grades, test results and performance data. Clients may also host information about a student's parent or legal guardian, including, but not limited to names, street addresses and other contact information.

Clients may create accounts in Naviance for students' parent or legal guardians by importing their existing records and submitting user names. At the Client's discretion, parents may be provided with access privileges to view and/or edit certain information.

Information Provided by Students:

Depending on their grade, students log into Naviance using information provided by the Client or they create their own user name and password:

- Grades K-2: Students select their grade and teacher name from an on-screen menu and enter a password for the class provided by the teacher. Students may also enter responses to lesson plans, submit questions to a teacher or respond to other classroom instructions.
- Grades 3-5: Students select their grade and teacher name from an on-screen menu and enter a password for the class provided by the teacher. Students may also be asked to enter a user name provided by the teacher. Students may also enter responses to lesson plans, submit questions to a teacher or respond to other classroom instructions.
- Grades 6-12: Students create a user name and password. Also, subject to the configuration options selected by Clients, students may choose to add information such as their email address, phone number or home address.

A Special Note About Students Under the Age of 13:

Naviance, Inc. operates in compliance with the Children's Online Privacy Protection Act (COPPA). Subject to the configuration options selected by Clients, students under the age of 13 may be asked to submit personal information. Any such information is used only for their school purposes.

Naviance, Inc. relies on Clients to provide consent for collection of that data on behalf of the parents or legal guardians, as agreed to in advance by Clients.

Clients may also make any information provided by students under the age of 13 available to parents or legal guardians to review through each Client's product dashboard.

Naviance Usage Information and Cookies:

When using Naviance, our servers automatically collect the Internet Protocol ("IP") address associated with the user's computer. We may also collect additional information such as login timestamp, the browser type and version, and the operating system of the computer. This information is logged to help us to diagnose technical problems and to administer Naviance.

To collect information about the use of Naviance, we use cookies. Cookies are small data files sent by a website or application and stored on the computer or device at the request of that site or app. Cookies store information related to the browser to enable us to recognize the browser on return visits to Naviance and to remember your preferences. We use third-party service providers to assist us in collecting and understanding the usage information. Most browsers can be set to detect browser cookies and to let you reject them, but refusing cookies may make it difficult to use Naviance. To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your Web browser.

We use Google Analytics to assist us in collecting and understanding Log Data. For more information about Google Analytics, see the [Google Analytics Terms of Use](#) and the [Google Privacy Policy](#). You can prevent Google Analytics from collecting information about you and recognizing you on return visits to our Platform by disabling cookies on your browser or by installing the [Google Analytics opt out plug in](#). Note that we are not responsible for the Google Analytics opt-out tools.

How We Use and Disclose Information:

WE DO NOT SELL DATA, and we do not use personally identifiable information for commercial purposes. In addition, we do not disclose, distribute, access or reference any personal information except as noted at the time that we request the information or in the following circumstances:

- When directed by Clients on behalf of their employees or students
- To our third party service partners to permit them to provide features and services on our behalf and as requested by Clients (see Third Party Services section)
- To postsecondary institutions when a Client has specifically requested the availability of features that allow their users in grades 9-12 to connect with such institutions
- To resolve a problem or support issue on behalf of a Client
- To investigate a suspected violation of the [Terms of Service](#).
- As may be required by law or as ordered by a court, in which event we shall notify Clients and shall work with Clients to seek to limit the scope of the required disclosure
- In the event of a reorganization, merger, sale, assignment, bankruptcy or other disposition of our business, in which case the transferred information will remain subject to the terms of this Privacy Policy.

We may use non-personal information, including aggregated, de-identified data for a variety of purposes subject to applicable law, including:

- to improve our educational products for adaptive learning purposes and for customizing the student experience
- to demonstrate the effectiveness of Naviance, including in our marketing materials
- to develop and improve our products

Third Party Services:

Naviance provides Clients with access to a variety of features which Clients may choose to make available to their students. These features, some of which are operated by third party providers, are available only to students in grades 6-12, and may be turned on or off at the sole discretion and control of Clients.

Naviance also provides Clients of students in grades 6-12 with the opportunity to purchase additional third party features. These include, but are not limited to, features that allow students to explore learning styles, explore college and career pathways, and connect with postsecondary institutions around the globe that may be of interest.

If Clients choose to make these features available to their students, a limited amount of information, including personal information, may need to be sent to the third party in order to deliver the service to the Client and their students. Naviance does not disclose more information to third parties than is necessary for them to provide features on behalf of Naviance.

All third parties have agreed to handle the information in compliance with this Privacy Policy and the Naviance security policy. They may use the information for the sole purpose of providing the service to Clients and their students.

We are not responsible for data once it has been submitted to a postsecondary institution. In addition, Clients and students should be aware that if they choose to connect with a postsecondary institution in another country, their data will be subject to the laws of that country.

Naviance also provides Clients with links to third party websites and allows Clients to add links to websites that they may then share with their students in all grades. We do not control, and therefore are not responsible for, the content or privacy practices of those websites. Those websites are governed by their own privacy policies, and we encourage Clients and students to read them.

How Clients Can Modify Information:

Clients may update or change their institution's information by contacting us, or in some cases, may update their records through the relevant areas of Naviance. We also provide Clients with a dashboard that allows them to access, modify and delete student and parent information, as may be required by law or otherwise deemed necessary from time to time. At their discretion, Clients may also provide students and parents with the ability to access select information.

Since Naviance is used at the direction of the Client, parents and eligible students must work directly with their school to access or modify their information or manage permissions.

Security:

We are committed to protecting the security, integrity and confidentiality of the data through the use of physical and technical safeguards. Naviance uses Transport Layer Security (TLS) encryption and server authentication technology to protect data when Naviance is accessed using a supported web browser.

We host Client data in secure server and cloud-based environments that use a firewall and other industry-standard technology in an effort to prevent interference or access from outside intruders. We also require unique account identifiers, user names, and passwords that must be entered each time Clients, students or parents sign on to Naviance. We also implement invisible reCAPTCHA on student and parent log in pages. This feature is subject to the [Google Privacy Policy](#) and [Terms of Use](#), and the data use is further restricted by the [Google Service Terms](#).

The Internet, however, is not perfectly secure and Naviance is not responsible for security breaches not reasonably within its control.

We require that Clients maintain the confidentiality of their user names and passwords. If Clients become aware of any unauthorized use of an account, loss of their or their students' or parents' account credentials or suspect a security breach, notify us immediately.

Data Retention:

As a system of record for its Clients, Naviance retains the data at the sole discretion of Clients, and for as long as they have active agreements for Naviance. After termination of an agreement, Naviance will retain Client data for a limited time period in accordance with the Naviance Data Retention Policy for the convenience of Clients, so that they may retain continuity of their experience should they choose to reengage with Naviance. At the end of the data retention period, we securely delete and destroy personal information from Clients.

However, at any time upon termination of an agreement or otherwise at their discretion, Clients may submit a written request to have their personal information provided to Naviance deleted. We will comply with such written requests within (30) days.

Subject to prior agreement, Clients may choose to retain their data from users in lower grades for Naviance services for higher grades. The data will always remain under the direct control of the Client and subject to the terms of this Privacy Policy.

Note that in the event that a user chooses to submit data to a postsecondary institution, we are unable to delete or otherwise retract that information from the receiving institution.

Notwithstanding the above, we do retain aggregated, de-identified data for the purposes described in the section titled, "How We Use and Disclose Information."

Opt-Out Policy:

We send emails to Clients with information about our products that we believe may be of interest. Clients may opt out of receiving email messages from Naviance by contacting us at privacypolicy@hobsons.com or by clicking on the "unsubscribe" link found at the bottom of every email that we send.

If Clients have opted out of receiving communications from us, we may still send essential communications regarding Naviance to Clients' or students' accounts, such as password change messages.

We do not send email messages on behalf of third parties.

We do allow Clients to send messages to parents and students through Naviance. Parents and students should contact their school or district if they would like to discuss opting out of those messages.

In addition, if a student has opted in to receive emails from a postsecondary institution through features available in Naviance, students must opt out of such emails by contacting the institution directly or by clicking on the "unsubscribe" link at the bottom of the email.

Notice for California Residents

California residents have certain rights with respect to their personal information, as described below. Before we may fulfill your requests, we are required by law to verify your identity in order to prevent unauthorized access to your data. Since we will facilitate your requests through your education institution, we will rely on their verification of your identity and our existing customer contact information in order to process requests.

We Don't Sell Your Personal Information.

Right to Know and Access Information: You may access information we maintain about you using the methods provided below. If we grant your request, we will provide you with a copy of the personal information we maintain about you in the ordinary course of business. This may include what personal information we collect, use, or disclose about you. We may not fulfill some or all of your request to access as permitted by applicable law.

Deletion of Information: You may request that we delete your personal information. Depending on the scope of your request, we may refrain from granting your request, as permitted by applicable law. For example, we may be legally required to retain your information in our business records. You may submit a deletion request using the methods provided below.

Authorized Agent: California residents may use an authorized agent on their behalf to exercise a privacy right discussed above. If you are an authorized agent acting on behalf of a California resident to communicate with us or to exercise a privacy right discussed above, you must be able to demonstrate that you have the requisite authorization to act on behalf of the resident and have sufficient access to their laptop, desktop, or mobile device to exercise these rights digitally. If you are an authorized agent trying to exercise rights on behalf of a Naviance user, please contact the user's school or district with supporting verification information, which includes a valid Power of Attorney in the State of California, proof that you have access to the consumer's interface, and proof of your own identify.

To Exercise Your Rights

Since Naviance is used at the direction of the Client, and since FERPA requires that we remain under the direct control of the education institution with respect to our use and maintenance of student data that is part of the education record, please contact your education institution to exercise your rights, and we will work with them to facilitate your request.

Please note that your exercise of the above rights is subject to certain exemptions to safeguard the public interest (e.g., the prevention or detection of crime) and our interests (e.g., the maintenance of legal privilege). We will try to comply with your request as soon as reasonably practicable. Requests to exercise these rights may be granted in whole, in part, or not at all, depending on the scope and nature of the request and applicable law. Where required by applicable law, we will notify you if we reject your request and notify you of any reasons we are unable to honor your request.

Non-discrimination: We shall not discriminate or otherwise penalize anyone for exercising their rights under this Privacy Policy.

Categories of Personal information we collect	• Identifiers such as a real name, unique personal identifier, online identifier, Internet Protocol address, email address, account name • Personal Information (name, education) described in subdivision (e) of California Business and Professions Code Section 1798.80 • Internet or other electronic network activity information regarding your interaction with Naviance • Geolocation information in the form of your school location • Education information, defined as information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 U.S.C. section 1232g, 34 C.F.R. Part 99).
Categories of sources from which the Personal Information is collected	• We collect the Personal Information directly from you or from your educational institution.
Business or commercial purpose for collecting or selling Personal Information	We collect your Personal Information to provide the services and for the following business purposes: • Performing services in accordance with our contract with the Customer and the terms of use including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, and processing payments. • Detecting security incidents, protecting against malicious, deceptive, fraudulent, or illegal activity, and prosecuting those responsible for that activity. • Debugging to identify and repair errors that impair existing intended functionality. • Sending you product communications.
Categories of third parties with whom we share Personal Information	We do not share your Personal Information with "third parties" as the term is defined in CCPA. That is, we do not share your Personal Information with individuals or organizations to use for their own commercial purposes. We disclose your personal information only to service providers who support us in delivering the services as described above.
Specific pieces of Personal Information we have collected	Client information, including first and last name, ID numbers, email addresses, user names and passwords for the school and district staff users. Clients also submit minimally required information about the students, used for school purposes to allow Clients to view student activity within Naviance: • Grades K-2: Grade and teacher name • Grades 3-5: Last name, unique ID number, grade and teacher name • Grades 6-12: Last name, unique ID number, gender, class year and district campus Additional information Clients would like to host about their students within Naviance is done at the Clients' discretion for their internal review, analysis and reporting. This may include student personal information and academic records, including student first names, contact information, date of birth and other demographic information, grades, test results and performance data. Clients may also host information about a student's

parent or legal guardian, including, but not limited to names, street addresses and other contact information.

Clients may create accounts in Naviance for students' parent or legal guardians by importing their existing records and submitting user names.

Updates to This Policy:

As our product evolves, we may make changes to this Privacy Policy. The "last updated" note at the top of this page indicates when it was last revised. Material changes to the Privacy Policy will be provided to the business contacts for our Clients, and such changes will be effective when accepted by Clients on behalf of their employees, students and parents and when the Privacy Policy is posted within Naviance. Non-material changes will become effective when we post the revised Privacy Policy within Naviance.

Contact:

If you have any questions regarding this Privacy Policy, please contact us at:

Naviance, Inc.

400 E-Business Way, Suite 400
Cincinnati, OH 45241
Attn: Privacy Office

- or -

Email: privacypolicy@hobsons.com

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