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WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, JUNE 14, 2021, 7:00 P.M.

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

TO JOIN BY VIDEO, CLICK THE FOLLOWING LINK:

<https://stream.meet.google.com/stream/c359e0f7-c3b2-4164-bcac-ad3cb16a4ae0>

(employees and/or those viewing from a student email acct. who do not plan to make public comment)

or

<https://meet.google.com/vps-bihj-voh>

(participants/board members/those making public comment)

TO JOIN BY TELEPHONE, CALL THE FOLLOWING NUMBER:

+1 316-536-0440

PIN: 980 095 181#

AGENDA ADDENDUM

VII. Administrative Items

A. Personnel Consent Items

1. Employments

b) Supplemental contracts

- (1) Kyle Snyder, Reserve Football Coach
- (2) Kyle Snyder, Summer Youth Football Asst. Coach
- (3) Kyle Snyder, WMS Football Camp Asst. Coach

c) Theresa Brugler, Certified Teacher

B. Action Consent Items

26. Recommendation to approve the SchoolPointe Master Service Agreement

27. Recommendation to approve the Vocational Training Service Agreement between OneBridge Support Services and the Wadsworth City School District Board of Education

AGENDA ADDENDUM DETAIL

A. Personnel Consent Items

- 1.(c) Theresa Brugler:** Ms. Brugler is being recommended to fill the WHS Business teaching position left open when Ms. Trish Swanson retired.

B. Action Consent Items

- 26. SchoolPointe Master Service Agreement:** The SchoolPointe Master Service Agreement being recommended for approval will allow our school district to continue to use the SchoolPointe system for our school district website.
- 27. OneBridge Support Services Agreement:** The Vocational Training Service Agreement between OneBridge Support Services and the Wadsworth City School District Board of Education being recommended for approval will allow students whose individual education program (IEP) requires the vocational training program to participate in it.

Theresa M. Brugler

CERTIFIED CAREER-TECHNICAL (MARKETING EDUCATION) TEACHER (Grades 4-12)

Professional Objective: Teach Marketing and Business courses in a high school setting

Qualified to Teach the Following Subjects:

- | | |
|-----------------------------|-----------------------|
| • Marketing | • Business Technology |
| • Entrepreneurship | • Personal Finance |
| • Management | • Keyboarding |
| • Career Development | • Human Resources |
| • Business Economics | • And More... |
| • Career-Based Intervention | |
-

Education

KENT STATE UNIVERSITY — Kent, OH (6/03 – 5/04)

- Master of Arts in Teaching (M.A.T.), May 2004
- License in Career Technical (Marketing Education), grades 4 – 12
- 4.0 Grade Point Average
- Took additional coursework to add Career-Based Intervention to teaching license

KENT STATE UNIVERSITY — Kent, OH (8/96 – 5/00)

- Bachelor of Science in Journalism and Mass Communication, May 2000
 - Advertising major with Marketing minor
 - Summa Cum Laude
-

Teaching Experience

PORTAGE LAKES CAREER CENTER, Uniontown, OH

Marketing Teacher (11-12), 8/11 to Present

DECA Advisor 8/11 to Present

Portage Lakes employee hired in August 2011 to run the satellite marketing program at Springfield High School in Akron. Expanded the senior only program, making it a two-year, junior/senior program. Taught four career-tech courses.

Key Contributions:

- Designed and implemented curriculum for four courses in business pathway: Marketing Principles, Business Fundamentals, Strategic Entrepreneurship and Human Resources
- Taught Career Exploration course to middle school students
- DECA Advisor (an association of marketing students), attending district, state and national/international events
- Established positive relationships with students, parents, fellow teachers and school administrators/staff at both the career center and Springfield High School
- Actively involved with the business community through co-op visits, combined-fundraising efforts and advisory board meetings
- Responsible for school store
- Elected to DECA Executive Council to represent District 11 at the state level

FIELD LOCAL SCHOOL DISTRICT, Mogadore, OH

Marketing Teacher (9-12), 8/04 to 7/11

DECA Advisor 8/04 to 7/11

Hired in August, 2004 to teach marketing and oversee cooperative education associated with marketing to seniors. Assumed teaching responsibilities for ninth grade, introduction to marketing class as well. Created and implemented a sophomore sports and entertainment marketing class.

Key Contributions:

- Created curriculum for and taught a new sports and entertainment marketing class
- DECA Involvement – active in all levels of the career-tech student organization
- Member of OMEA (Ohio Marketing Educators Association) Leadership Committee, helping Ohio marketing educators with standards implementation and preparation for Webxam
- Supervised student organized fundraising events including: prom fashion show, dodgeball tournament, candle sales, candy sales, chamber of commerce visitor guide, talent show and Minute to Win It game show
- Managed Field High School involvement in numerous service learning activities, such as: Adopt-a-Family holiday giving, Diabetes Walk, and canned food drives
- Worked with Junior Achievement to create the first “JA in a Day” event with elementary students
- Senior class advisor for three years, planning all graduation activities

PLAIN LOCAL SCHOOL DISTRICT, Canton, OH

Student Teaching 1/04 – 4/04

Taught one Sports and Entertainment Marketing class and two E-Commerce Marketing classes while completing the M.A.T. program at Kent State University. Initially observed and gradually assumed full responsibility for planning and presenting all lessons.

Key Contributions:

- Participated in DECA, attending conferences and assisting with state officer campaigns
- Conducted action research project on student attention/inattention

Industry Experience

MALONE ADVERTISING, Akron, OH

Media Planner/Buyer, 5/01 – 8/04

- Was responsible for planning and buying print, broadcast and alternative media in markets across the United States and Canada (clients included: John Deere, Polaris, Dairy Mart, Isuzu and Ohio Department of Agriculture)
- Prepared client presentations
- Created and maintained databases for clients for direct marketing purposes
- Contributed to creating, editing and presenting new business proposals

JO-ANN STORES, INC., Hudson, OH

Signing Coordinator, 10/00 – 5/01

- Created item price signage for more than 1,100 Jo-Ann stores, reaching customers in 49 states and Canada
- Wrote store communication packets for monthly marketing efforts

ALPHA SECURITY PRODUCTS, North Canton, OH

Marketing Communications Coordinator, 12/99 – 10/00

- Responsibilities included writing, editing and designing monthly company newsletter
- Conducted market research to evaluate potential markets, trends and customer attitudes for new products
- Maintained Website and content
- Wrote copy for advertisements, instructional videos and press releases
- Managed direct mail pieces from conception to distribution

References

Available Upon Request

SchoolPointe Agreement Summary

Contract Dates	
Start Date	Expiration Date
07/01/2021	06/30/2024

Contract "Parties"	
SchoolPointe, a Delaware Corporation "SP"	Wadsworth City Schools "SCHOOL"
3248 West Henderson Road, Suite 100	524 Broad Street
Columbus, Ohio, 43220	Wadsworth, OH 44281

Recurring Annual Pricing Details	
Product/Service	Amount
Website, CMS, & Unlimited Hosting	\$6,000.00

Payment Schedule	
Date	Amount
07/01/2021	\$6,000.00
07/01/2022	\$6,000.00
07/01/2023	\$6,000.00

SchoolPointe Master Service Agreement

1. Term

The term of the Agreement is as stated in the SchoolPointe Agreement Summary, except as otherwise provided in this Agreement.

2. Services

SP agrees to develop, implement, and maintain products for SCHOOL as set forth in SchoolPointe Agreement Summary and Appendix A, including the development of all software for the products (the products and all software development in connection therewith and hereinafter together referred to as the "Services").

3. Payments

For the services rendered hereunder, SCHOOL agrees to pay SP the amounts according to the payment schedule set forth in SchoolPointe Agreement Summary.

(a) SP will provide SCHOOL with invoices of the current Services being provided at the time the invoice is generated.

(b) Optional modules and services may be requested by SCHOOL at any time, at which time the amounts and payment schedule will be modified accordingly.

(c) A convenience fee of three (3) percent of payment due will be assessed to any payment received by credit or debit card.

(d) A late fee of five (5) percent of payment due may be assessed to any payment not received net thirty (30) days of the invoice generation date.

(e) Non-payment of invoiced amounts beyond ninety (90) days of the invoice generation date may result in Service discontinuation until all outstanding amounts have been satisfied.

4. Cooperation

Parties acknowledge and agree that successful development and implementation of the Services so as to become operational SCHOOL's specified domain shall require their full and mutual good faith cooperation, including, without limitation, the fulfillment by SCHOOL of the obligations set forth in **Section 6**.

5. SP Obligations

In addition to providing SCHOOL with full, good faith cooperation and such information as may be required by SP in order to develop and implement the Services, SP shall:

(a) not sell advertising space on the SCHOOL's Services. Nothing in this Agreement prohibits the sale of advertising by the SCHOOL or the use of SCHOOL's Services to recognize sponsorship of SCHOOL programs.

(b) act or refuse to act such that its actions must uphold FERPA, COPPA, the SCHOOL's state privacy laws, and all other state and federal regulations regarding the privacy of staff, students, and faculty. SP is only responsible for its own actions, and is not responsible for content uploaded or content and/or practices specifically authorized by SCHOOL personnel.

(c) provide data security consistent with standard practices in the industry, and will not provide any SCHOOL data to third parties or make any use of such data whatsoever outside the use provided for in this Agreement without the express written permission of the SCHOOL. SP will immediately inform the SCHOOL of any security breaches involving SCHOOL data, and will fully cooperate with the SCHOOL's Director of Technology in investigating and defending against intrusions into the SCHOOL system that involve SP server or networks. The SCHOOL will avoid, where possible, transmission of any data to SP that is confidential.

(d) assist the SCHOOL in complying with the SCHOOL's state public record laws, records retention legislation, and other applicable laws and regulations. The SCHOOL will respond to any such requests, with SP's cooperation if necessary. SP will immediately notify the SCHOOL of any request made directly to it for the SCHOOL data. SP will archive changes to the SCHOOL's Services consistent with SCHOOL's policy on records retention.

6. SCHOOL Obligations

In addition to providing SP with full, good faith cooperation and such information as may be required by SP in order to develop and implement Services, SCHOOL shall:

(a) provide SP with specific and detailed information concerning SCHOOL's work flow, procedures and transaction volumes as they relate to applications of the Services;

(b) setup, format, and make available to SP the files and tables specified by SP.

(c) make available to SP, personnel of SCHOOL for testing the Services and training users of the Services.

(d) provide one employee of SCHOOL to act as a coordinator of all SCHOOL activities in connection with development of the Services, and to supervise all projects undertaken by SCHOOL in connection with the modification, preparation, installation, or use of the Services;

(e) in general, to provide all information and access to key personnel needed to develop and implement the Services.

7. Termination with Cause

In the event that the SCHOOL can prove that it is financially impossible to allocate on their budget the amounts payable to SP required under the Agreement, then SCHOOL may terminate the Agreement upon ninety (90) days written notice to SP of this qualifying event. Either party shall have the right, with cause, to terminate this Agreement upon ninety (90) days written notice to the other party upon:

(a) violation or breach, by its officers or employees, of any provision of this Agreement, including but not limited to confidentiality and payment. In the event that there is a breach of this Agreement the breaching party will have sixty (60) days from the receipt of the notice of the breach to rectify the breach. If the condition has been satisfactorily resolved this Agreement shall remain in full force;

(b) termination of the business;

(c) voluntarily or involuntarily filing of a bankruptcy petition or similar proceeding under state law; or

(d) becoming insolvent or making any assignment for the benefit of creditors. Notwithstanding termination of this Agreement, the obligations of the parties contained in **Sections 9-12 inclusive, 15, and 18** shall survive the termination of this Agreement and continue in perpetuity.

8. Termination Without Cause

In the event that SCHOOL terminates this Agreement without cause, SCHOOL will be responsible to pay SP liquidated damages, not to be construed as a penalty, in the amount of 100% of the sum of all remaining payments described in **Section 3** of this Agreement. Any such payments must be received within ten (10) days of the proposed date of termination. If such payment is not received, the termination notice will be considered void and the contract, along with all regularly required payments, will remain in full force and in effect until all payments due under this contract are received.

9. Title to Software

Parties agree that the software code used to operate the Services under this Agreement is sole property of SP. Parties also agree that all data entered into the Services is owned by the SCHOOL. Further, receipt by SP of the final payment due under this Agreement, title to the software code utilized to run the Services and all derivative works developed there from and all copies thereof shall remain the property of SP. Transfer of ownership of the aforementioned software code to SCHOOL will only occur in the event SP ceases business operations while this Agreement is in force and all payments are current or at the termination of this Agreement.

10. Title to SCHOOL Marks and Intellectual Property

Parties agree that the name, associated logos, the names of individual buildings, and all content uploaded by or received from the SCHOOL is the property of the SCHOOL, and may not be reproduced or used outside the terms of this Agreement.

11. License to SP

Subject to the terms and conditions of this Agreement, SP shall have a perpetual, worldwide, royalty-free irrevocable license to use the software code used to develop the Services and all derivative works developed there from. Parties acknowledge that SP develops software and web applications as its primary business function and may at SP's sole discretion sell applications that may have similar functionality, in part or in whole, as the software code developed to operate the Services before and after the termination of this Agreement.

12. Digital Millennium Copyright Act ("DMCA")

Parties agree to follow all sections of the DMCA. Parties agree not to knowingly post any copyrighted information and/or receive any direct financial benefit from the posting of copyrighted information on any website controlled, designed, and/or operated by SP. Parties agree to expeditiously remove, or disable access to, any allegedly copyrighted infringing materials from its website upon the actual knowledge of infringing activity and/or material, or upon the valid notification of claimed infringement by an owner of copyrighted material or an agent thereof. Parties further agree that they will not interfere with the standard technical measures within the copyright industry. SCHOOL agrees to promptly notify SP of any notification received by SCHOOL from an alleged copyright owner of any alleged copyright violations. Parties agree that SP retains the right to terminate its relationship with SCHOOL, with cause, in the event that SCHOOL repeatedly violates the copyright protects of valid copyright owners.

13. Non-Disclosure

Parties shall take all steps necessary to maintain the Services in confidence and shall not, nor shall it permit its employees, or its permitted agents or consultants to sell, transfer, disclose, display or otherwise make accessible any confidential information relating to the Services, or any copies thereof, in whole or in part, to any third party without written consent. Any unauthorized use of confidential or proprietary information without written consent will result in damages due to the breaching party.

14. Governing Law and Venue

This Agreement shall be governed by and construed under the laws of the State of Ohio. Parties to this Agreement hereby designate the state or federal courts of Franklin County, Ohio as the courts of proper jurisdiction and exclusive venue for any actions or proceedings relating to this Agreement or any document or instrument executed in connection herewith, hereby irrevocably consent to such designation, jurisdiction, and venue; and hereby waive any objection or defenses relating to jurisdiction or venue with respect to any action or proceeding initiated in such courts.

15. Complete Contract and Amendments

This Agreement together with any Appendices attached hereto, supersedes all prior agreements and understandings between the parties hereto for performance of the services described herein, and constitutes the complete agreement and understanding between the parties hereto unless modified in writing, signed by both parties.

16. Notices

Any notice or communication required to be given by either party hereunder shall be in writing and shall be hand delivered or sent by recognized overnight courier to the party receiving such communication at the recipient party's address.

17. Non-Solicitation

SCHOOL recognizes that the employees and agents of SP, and such employee agents' loyalty and service to SP, constitute a valuable asset of SP. Accordingly, SCHOOL hereby agrees not to knowingly and directly or indirectly make any offer of employment to, nor enter into a consulting relationship with, any person who was employed or otherwise engaged by SP within two (2) years of such person's employment or other engagement by SP. This time period will only be waived in the event that SP either discontinues operation prior to the expiration of the term or if SP provides SCHOOL with a written waiver to this provision.

18. Force Majeure

Except as to the payment of money by the due date required under this Agreement, which will in no event be excused hereunder, neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay.

19. Assignment

SP may assign or transfer, at its sole discretion, without prior consent of SCHOOL, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part.

20. Equitable Relief

Parties acknowledge and agree that irreparable harm would result in the event of a breach or threat of a breach by either party of this Agreement. In such an event, and notwithstanding any other provision of this Agreement, the non-breaching party shall be entitled to a restraining order, order of specific performance, or other injunctive relief, without showing actual damage and without bond or other security. The remedies under this section are not exclusive, and shall not prejudice or prohibit any other rights or remedies under this Agreement or otherwise.

21. Independent Contractors

Parties are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, joint venture, partnership (in relation to ownership of either entity), or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither SP or SCHOOL nor any of their respective agents or employees shall control or have any rights to control the activities of the other party in carrying out the terms of this Agreement. Neither party, nor any employees or agents thereof, shall have any claim under this Agreement or otherwise against the other party for social security benefits, workman's compensation, disability benefits, unemployment insurance, vacation, sick pay or any other employee benefits of any kind, and SP is not responsible for any payroll withholding obligations of any nature whatsoever arising as a consequence of this Agreement, including, without limitation, withholding of federal and/or state taxes, FICA (social security) taxes, unemployment insurance taxes, and disability insurance taxes.

22. Headings

The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning of interpretation of this Agreement.

23. Severability

In the event that one or more provision(s) of this Agreement are deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

24. Negotiated Agreement

This Agreement is the result of negotiations between the parties both of whom are deemed the craftsman of this Agreement.

Appendix A: Service Level Agreement

This Service Level Agreement ("SLA") governs the Services in **Section 2** of this Agreement ("Services") provided under the SchoolPointe Terms and Conditions agreed to by each user of the Services ("Customer") and SchoolPointe, Inc. ("SP").

Description and Objections

Services will be measured on the basis of the following Service Level Objectives ("SLA Objectives"): Site Availability ("Availability") and Notification of Scheduled Maintenance and Mean Time to Respond ("MTTR"). The SLA provides for twenty-four (24) hours a day, seven (7) days per week coverage of the SLA. The SLA does not apply before the official implementation date or ("Go Live Date") of Services contracted by a customer.

Availability

The SLA Objectives for Availability are as follows:

Component	Description	Up-Time Percentage
Public Website	The public facing website accessible to end users.	99.9% (about 45 min/month)
CMS Admin Portal	The area for the customer to administer the site content and settings.	99.9% (about 45 min/month)
CMS Branded App	A stand alone branded mobile app available for parents and community members to download to access school information and receive push notifications	99.9% (about 45 min/month)
CMS Mobile App	A mobile app available for parents and community members to download to access school information and receive push notifications.	99.9% (about 45 min/month)
FacilityPointe "FMS"	A system that allows control and management of all resources, resource requests and maintenance requests.	99.9% (about 45 min/month)
Formality	A system that allows control and management of all resources, resource requests and maintenance requests.	99.9% (about 45 min/month)
Learning Management System "LMS"	The area in which the customer, students and parents interact/communicate.	99.9% (about 45 min/month)

Availability will be measured in sliding three (3) month windows, based on the average of actual minutes of of Services availability as a percentage of the corresponding total available minutes for the three (3) month window, and will be calculated as follows:

Availability= (Calendar Months Minutes - Excluded Minutes - Outage Minutes) / (Calendar Months - Excluded Minutes) X 100

Other SLA Objectives

Other SLA objectives covered under the SLA include the following, which will be measured on a best effort basis:

Other SLA Objectives Descriptions	
Scheduled Maintenance: We will notify the customer of all significant maintenance to Services.	Notification: No less than twenty-four (24) hours prior to the maintenance window unless changes are to address a Critical or Major issue. Maintenance for All Components: If service will be interrupted, the implementation will be restricted to off-peak hours.
Mean Time to Respond ("MTTR"): SP will respond to and resolve customer support tickets within a reasonable amount of time.	Response/Resolution time by request category: • Low/Informational: No Time Frame • Minor: 48 hours or less • Major: 24 hours or less • Critical: 12 hours or less
Other SLA Objectives Definition	
	Definition of Classifications: SP will take notice of severity level of request from customer, but will assess and classify the level of request based on its own assessment. In assessing the level of request classification, SP will utilize the following categorizations: • Low/Informational: A notification of information or a request that does not have immediate urgency. • Minor: A notification of a support request item with low impact and/or individual user impact. • Major: Service impact for items with at least 50% of users with little to no workarounds. • Critical: Service outage.
Step Description	
Submitting a Support Request: The following steps should be followed when reporting an outage with SP:	
Step One	• Contact customer support via Live Chat or via Email at support@schoolpointe.com
Step Two	• For minor and low/informational issues, call customer support during normal business hours (Monday through Friday 8:00 AM EST to 5:00 PM EST) at (866) 545-2549 • For critical and major issues call customer support 24/7/365 at (866) 545-2449

Proactive Measures for Objective Completion

SP has gone to great lengths to ensure that we exceed all of the objectives detailed in this SLA. Below is a summary of the steps that SP have taken to ensure all objectives are able to be met consistently:

- **Enterprise Monitoring:** SP utilizes enterprise-grade application and server monitoring for both proactive and historical response. The monitoring system in use will alert SP in the even of and service outage or if various metrics are outside set thresholds.
- **Backups:** SchoolPointe is committed to safeguarding customer data. Database backups are performed on a daily and monthly basis and are retained for the following periods:
 - **Daily backups:** 1 Month
 - **Monthly backups:** 1 Year

Master Service Agreement Authorization

IN WITNESS WHEREOF, the Parties have executed the master service agreement(s) as of: 07/01/2021

SP, a Delaware Corporation



signature3b522fd4-f7b9-4921-8d25-77b971b83018

Authorized Signer: Nate Koverman

Title: Director of Revenue & Analytics

Wadsworth City Schools
a School organized under the laws of: Ohio

Authorized Signer:

Title:

VOCATIONAL TRAINING SERVICE AGREEMENT

Between

ONEBRIDGE SUPPORT SERVICES

And

WADSWORTH CITY SCHOOLS

Department of Special Education

18
August 12, 2021 ulh/son
MD

This VOCATIONAL TRAINING SERVICE AGREEMENT ("Agreement"), dated ~~September 14, 2021~~ ^{August 12, 2021} ("Effective Date"), is made by and between **ONEBRIDGE SUPPORT SERVICES** d/b/a **ONEBRIDGE CENTER** having its registered office located at 387 Medina Road, Suite 600, Medina, Ohio 44256 (hereinafter the "Cooperating Business"), and **WADSWORTH CITY SCHOOLS**, having its registered office located at 524 Broad Street, Wadsworth, Ohio 44281 (hereinafter the "District"), each a "Party" together the "Parties".

WITNESSETH

WHEREAS, the District has the authority to conduct vocational training programs for its students having physical or mental disability, and the Cooperating Business is willing to accommodate vocational training of students according to provisions of this Agreement; and

WHEREAS, the mission of the District is to utilize Cooperating Business's vocational training program called "DIGISKILLS" (the "Program"), combined with student and parent involvement, to provide vocational training(s) to its students having physical and/or intellectual and developmental disabilities.

WHEREAS, the parties desire to enter into an Agreement setting forth the relative conditions and obligations of such a program;

NOW, THEREFORE, for the mutual consideration set forth herein, the adequacy of which is hereby acknowledged, Cooperating Business and District, intending to be legally bound, hereby agree as follows:

- 1. INTERPRETATION:** The words "hereof," "herein," "hereto" and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The terms defined in the singular shall have a comparable meaning when used in the plural and vice versa. When a reference is made in this Agreement to an Article, a Section or an Exhibit, such reference shall be to an Article or a Section of, or an Exhibit to, this Agreement unless otherwise indicated.
- 2. TERM OF AGREEMENT:** This agreement shall be signed on the "Effective Date" and shall terminate on May 26, 2022. The District has the option to renew the contract with the Cooperating Business for the upcoming school year commencing at the expiration of the initial

agreement. The "Initial" This Agreement cannot be terminated by any single party during the Initial Term. However, both Parties acknowledges and agrees that the engagement with each other is at will, subject to being terminated by mutual written consent of both parties, with 30 days prior notice to each other.

3. **COOPERATING BUSINESS:** The Cooperating Business agrees to accept students in vocational training program called "DIGISKILLS" for the purpose of allowing District to provide vocational training to its students. Students can also participate in any Adult Day Programs. The Cooperating Business agrees to cooperate with District in allowing District to provide vocational training to students in accordance with the District programs and guidelines and in accordance with applicable federal and state law, including child labor laws, and District will not discriminate in employment policies, programs or activities for reason of race, sex, color, religion, national origin, marital status, age or disability.
4. **TRAINING PROGRAM:** Prior to the student(s) participating in the Training programs, the Cooperating Business and the District, along with the student parent/legal guardian, shall execute intake forms and ensure all students have a medical physical. Further, the District will be responsible for providing an Individualized Education Program ("IEP") prior to the student participating in the Training programs. The terms of this Agreement shall be deemed to be incorporated into each such Training Agreement, including but not limited to receiving the student's parent(s)/legal guardian written proof of medical insurance and/or qualification and coverage under a government or other program to cover any expenses incurred for medical treatment or services provided to the students by Cooperative Business. Cooperative Business will not be responsible for medical expenses of the student(s). The students shall not be made or considered an employee of the Cooperating Business by reason of training, but shall be considered students deriving vocational training from a course of study with the District without compensation from the Cooperating Business. The Cooperating Business will not use students to displace a regular worker. Upon the completion of the Training Agreement, the Cooperating Business is in no way obligated to provide employment for the student. Further, Training will be provided to the participants by one the following methods: (Please Tick One)

☐ **In-person Training:** Such training sessions shall take place at our center located at 387 Medina Road, Suite 600, Medina, Ohio 44256. The date of the training sessions will be fixed by mutual consent. One (1) instructor will be provided by Cooperating Business for a maximum of ten (10) students/participants. All participants may or may not be all from the same school district or program.

*All Training Material(s) and video(s) will be stored by the Cooperating Business on its Learning Management System. Any hard copies of any training materials will remain at the Onebridge Center.

5. COOPERATING BUSINESS'S OBLIGATIONS: Cooperating Business will deliver the following services ("Services") under the following conditions:

5.1 Instructor Recruiting, Screening, Hiring, Training. Cooperating Business will recruit, screen, hire and train qualified persons to teach students under the Program(s). The Cooperating Business will require all employees, contractors or volunteers to take and pass a pre-employment /pre-engagement drug screening. The Cooperating Business will also require and perform criminal background checks on all employees, contractors and volunteers which include the following: BCI/FBI check, Abuser Registry, Sex-Offender/Child Victim Offender check, Incarcerated/Supervised Offenders, Motor vehicle record, Major Unusual Incident registry check, and nurse aide registry check.

5.2 Non-discrimination. Cooperating Business does not unlawfully discriminate against any person because of sex, race, disability, national origin, veteran status, religion or creed. Cooperating Business agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal opportunity employment.

5.3 Program Records. Cooperating Business will comply with all applicable federal and state laws regarding handling and maintaining records of Program(s) provided to the District. Cooperating Business shall also provide regular reports on the progress of each participant to the District.

5.4 Student Privacy: FERPA Compliance. Cooperating Business will comply with all applicable provisions of the Family Educational Rights and Privacy Act of 1974 and the Code of Federal Regulations appertaining thereto.

5.5 No Commercial Use of Student Information. Cooperating Business will ensure that materials ("Program Material") and any forms used for the Program(s) do not request from students any information other than that which is necessary or helpful for purposes of conducting and documenting the Program(s).

6. DISTRICT OBLIGATIONS:

6.1 Oversight of Cooperating Business. The District shall be responsible for monitoring Cooperating Business's performance under, and compliance with, the terms of this Agreement in accordance with Applicable Law. Cooperating Business shall reasonably cooperate with such monitoring and oversight.

6.2 Instructors as Employee. Instructors will be employees of Cooperating Business. However, Cooperating Business will ensure that Instructors abide by its policies regarding code of conduct.

6.3 Records. The District will give Cooperating Business a complete list of students enrolled in the Program and their contact information with IEP, thirty (30) days prior to the Program start date, as well as an updated list as requested by Cooperating Business.

7. **FEES:** In exchange for creating the Program and Program Material(s), and providing the Services under this Agreement, the District will pay to Cooperating Business the service fee of US\$ 14.00 per hour per student for a minimum of 3 hours per day per student for in-person training. Should students participate in any extra in-person activities the District will be charged US\$ 14.00 per hour per student.

7.1 Invoicing and Payment Terms. The Cooperating Business will forward to District the Service Fee due with an itemized statement outlining how they have been derived on the 15th of every month. Notwithstanding the foregoing, all Fees paid to Cooperating Business shall be paid by check drawn on a U.S. bank. Invoices that remain unpaid for ten (10) days after invoiced due date by District shall bear interest at the lower of (i) 2% per month prorated, or (ii) the maximum rate permitted by applicable law (the "Late Payment Rate")

7.2 No Resale of Training Materials. Cooperating Business will provide Program Material. Neither the Students nor the District will participate in reselling, or permit the resale of the Program Material.

8. **PROGRAM EXPENSES:** The Cooperating Business will be responsible for all debts, liabilities, and obligations incurred on behalf of the Program by or on behalf of the Parties (collectively, "Program Expenses") during the Term of the Agreement. In the case of in-person training, the District will be responsible for the transportation of its students.

9. **COMPENSATION TO STUDENTS:** "DIGISKILLS" is an unpaid vocational training program. Students are not entitled to wages or any compensation or benefits for the time spent in the training program.

10. **INTELLECTUAL PROPERTY:** All property created and/or delivered by Cooperating Business shall remain the exclusive property of Cooperating Business, including, but not limited to, all online and offline Program Material and courses, all trade secrets, methodologies, and processes related to all online or offline courses, patents, trademarks and copyrights in the Program Material, program structure and courses. Neither the Student nor the District shall have the right to transfer any intellectual property belonging to Cooperating Business such property shall include the Cooperating Business's name, program names, curriculum and materials of those Program Materials or components thereof purchased by Cooperating Business or licensed by Cooperating Business from another party. Cooperating Business warrants that it has paid for and owns the legal right and license to use, distribute and resell such Program materials or components.

11. **GRANT OF LICENSE:** Cooperating Business hereby grants a non-exclusive license to the District, its students and employees to use the Intellectual Property in connection with the Program, only for the training period during which the Program is offered to the District's students, and only during the term of this Agreement. This license grants a limited right, title and interest in Cooperating Business's name, logo, Training Materials, platform login, ideas and plans for the Training, and its promotional materials.

12. **REPRESENTATIONS OF PARTIES:** The parties represent as follows:

12.1 **No Guarantee of Technical Competence.** The Cooperating Business does not guarantee a student's technical competence as a result of taking the vocation training.

12.2 **Performance Violates No Law or Agreements.** As far as the Parties are aware, the execution and performance of this Agreement does not contravene any law, governmental rule or regulation, or any provision of any other agreement to which Cooperating Business and District are a party.

13. **INSURANCE:** Cooperating Business will carry insurance pursuant to the following limits and will provide proof of insurance upon request:

- Worker's Compensation Insurance as required by laws of the State of Ohio: Statutory limits
- Commercial General Liability Insurance with limits of not less than:
 - General Aggregate Limit (other than products/completed operations) \$3,000,000
 - Products/Completed Operations Aggregate Limit \$1,000,000
 - Personal Injury Limit \$1,000,000
 - Each Occurrence Limit \$1,000,000
- If Cooperating Business will transport students for community outings that are part of instructing students, Comprehensive Automobile Liability Insurance with limits of not less than: Combined Single Limit of Liability Bodily Injury and Property Damage \$1,000,000

Cooperating Business's insurance will be primary coverage and any insurance the District may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of Cooperating Business. The minimum amounts of insurance coverage required herein will not be construed to impose any limitation on the indemnification obligations expressly set forth herein.

14. **CONFIDENTIALITY AND PRIVACY:** For purposes of this Agreement, "Confidential Information" shall mean all non-public proprietary information of each party, whether or not written or otherwise fixed in any form or medium, regardless of the media on which contained and whether or not patentable or copyrightable, which is designated as (or which, by its nature, is inherently) confidential including, without limitation, documents, business secrets, and technical specifications. Both parties shall, and shall cause its Representatives to keep strictly confidential and use its best efforts to protect against and prevent the disclosure of all of the information, terms, conditions, or other facts with respect to any service, including the

documentation thereof. Parties will be responsible for any breach of this Agreement by its Representatives.

15. **REMEDIES:** In the event of a breach of this agreement by a Party or its direct or indirect employees, consultants, or representatives, the other Party may suffer irreparable damage for which monetary relief may be inadequate. Accordingly, in addition to any other remedies available to it, the other Party shall be entitled to equitable relief, including specific performance and other injunctive relief, without the necessity of posting a bond.
16. **LIABILITY AND DAMAGES:** THE MAXIMUM LIABILITY AND OBLIGATION OF THE DISTRICT TO THE COOPERATING BUSINESS FOR ANY DAMAGE(S) DONE BY THE STUDENTS SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES. FURTHER, THE MAXIMUM LIABILITY AND OBLIGATION OF COOPERATING BUSINESS TO THE DISTRICT FOR ANY DAMAGE(S) DONE BY THE COOPERATING BUSINESS OR ITS EMPLOYEES SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.
17. **TERMINATION EFFECTS:** Effects of termination are as follows:
 - 17.1 **Outstanding Payments Due.** Except as otherwise agreed by the Parties in writing, termination does not relieve the District of any obligations for payments outstanding to Cooperating Business as of the date of termination or other obligations that continue upon termination as provided in this Agreement.
 - 17.2 **Disputed Amount:** If District reasonably disputes any amount invoiced by Cooperating Business, the District shall hold the disputed amount of the invoice in Escrow/trust and provide Cooperating Business with written notice stating the nature of the dispute within ten (10) days after the due date of the invoice. The Cooperating Business and the District shall use reasonable commercial diligence to resolve disputes in a timely manner through the dispute resolution procedure provide for herein. All portions of the disputed amount shall be paid by the District with interest [1 ½ % per month] within ten (10) days of dispute resolution.
18. **OTHER SCHOOLS/ORGANIZATIONS:** The Parties acknowledge that Cooperating Business and its Affiliates will have the right to render similar services to other persons or entities including other public or private schools, organizations or institutions within and outside of the State ("Other Schools/Organizations"). Notwithstanding the forgoing, Cooperating Business will be free to enter into any agreements with any publicly funded school in Medina County in Ohio by which Cooperating Business would provide, during the Term, training services similar in scope to the Agreement between District and Cooperating Business. Cooperating Business will be free to provide products and other services to public school districts in other States.
19. **INDEPENDENT STATUS:** The Cooperating Business is and will remain an independent

Service Provider in his relationship to the District, and nothing contained in this Agreement shall render the Cooperating Business an employee, partner, or joint venture with the District for any purpose whatsoever. The Cooperating Business fully understands that as an independent Service Provider business taxes are its own responsibility. The Cooperating Business shall have no claim against the District hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Employee of the Cooperating Business are not STRS/SERS exemp

20. **SEVERABILITY:** If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.
21. **WAIVER:** No failure of a party to exercise any right given it hereunder, or to insist upon strict compliance by the other party with any obligation hereunder, and no custom or practice of parties at variance with the terms hereof shall constitute a waiver of such parties' rights to demand exact compliance with the terms hereof. Waiver by a party of any particular default by the other party shall not affect or impact such party's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of such party to exercise any rights arising from such default affect or impair such party's rights as to such default or any subsequent default.
22. **NO ASSIGNMENT:** No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties.
23. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties, and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties other than those set forth herein and duly executed in writing. No modification of this Agreement or supplementary agreement of any kind shall be binding upon any party unless and until the same has been made in writing and duly executed by both parties. This Agreement super-cedes and replaces any and all prior agreements, written or oral, between the parties concerning the subject matter hereof.
24. **JURISDICTION AND DISPUTE RESOLUTION PROCEDURE (DRP):** Any dispute or controversy arising under or in connection with this Agreement shall be settled exclusively by arbitration, conducted before one arbitrator mutually selected by both the parties in Medina County, Ohio in accordance with the rules of the Arbitration then in effect. Judgment may be entered on the arbitrator's award in any court having jurisdiction. This Agreement and all transactions contemplated hereby shall be governed by construed and enforced in accordance with the laws of State of Ohio and the parties agree to submit to the exclusive jurisdiction of the arbitration/courts of Medina County, Ohio.
25. **FORCE MAJEURE:** Each party shall be released from and shall have no liability for any

failure beyond its reasonable control, including, but not limited to, acts of God, labor troubles, strikes, lockouts, severe weather, delay or default of utilities or communications companies or accidents.

26. NOTICES: Any notice, request, instruction or other document to be given hereunder by any party to the other will be in writing and will be deemed to have been duly given on the date of delivery if delivered via E-mail, or by facsimile.

27. SIGNATURE: The exchange of copies of this Agreement and of signature pages by facsimile and/or electronic transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in portable document format or PDF form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile and/or electronically shall be deemed to be their original signatures for all purposes.

28. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

29. HEADINGS: The section and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, Parties have executed this agreement as of the day and year first above written. Each party has received one copy of this agreement.

Signed by (With Name and Position):

For and on behalf of the

Signature :) _____

ONEBRIDGE SUPPORT SERVICES

D/b/a ONEBRIDGE CENTER

Print Name :

("Cooperating Business")

Title :

Date :

Signed by (With Name and Position):

For and on behalf of the

Signature : _____

WADSWORTH CITY

SCHOOLS

Print Name :

("District")

Title :

Date :