

Table of Contents

4.10.2023 BOE Mtg. Agenda Addendum

Impractical to Transport Reimbursement Rate

Vista Higher Learning Terms of Use & Privacy Policy

College Now Greater Cleveland MOU

Connection Education Services, Inc. Day Treatment-Purchase Service Agreement

Total Education Solutions Consultant Agreement

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, APRIL 10, 2023

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA ADDENDUM

VI. Administrative Discussion Items, Presentations, and Updates

B. Mental Health Committee Meeting: The Wadsworth City School District Board of Education's Mental Health Committee will meet on Wednesday, April 12, 2023 at 4:00 p.m. in the Wadsworth High School Media Center (625 Broad Street). The meeting agenda can be found by clicking [here](#).

VII. Administrative Items

A. Personnel Consent Items

2. Employments

b) Supplemental Contracts

(26) Dennis Schrock, Varsity Boys Basketball Coach

(27) Kalyn Davis, Fine Arts Festival Participant

(28) Michael Leavitt, Varsity Asst. Football Coach (volunteer)

c) Volunteers

(12) Kelly Cotrufo

(13) Scott Gabor

(14) Richard Wheatley

d) Classified Substitutes

(1) Dawn Madl

B. Action Consent Items

13. Recommendation to set the reimbursement rate for those declared to be impractical to transport at \$596.43 for the 2023-2024 school year (This is the minimum amount required per Ohio Revised Code.)

14. Recommendation to approve the Vista Higher Learning Terms of Use and Privacy Policy

15. Recommendation to approve the Memorandum of Understanding between College Now Greater Cleveland and the Wadsworth City School District Board of Education for the 2023-2024 school year
16. Recommendation to approve the Day Treatment-Purchase Service Agreement for the 2023-2024 school year between Connection Education Services, Inc. and the Wadsworth City School District Board of Education
17. Recommendation to approve the Consultant Agreement between Total Education Solutions and the Wadsworth City School District Board of Education for the period of July 1, 2023 through June 30, 2024

Agenda Detail

VIII. Administrative Items

B. Action Consent Items

14. **Vista Higher Learning Terms of Use and Privacy Policy:** The Vista Higher Learning Terms of Use and Privacy Policy being recommended for approval are necessary for the French and Spanish textbooks that are on this agenda for adoption (see Action Consent item #10).
15. **College Now Greater Cleveland Memorandum of Understanding:** The Memorandum of Understanding between College Now Greater Cleveland and the Wadsworth City School District Board of Education for the 2023-2024 school year being recommended for approval will allow our school district to continue to use the services of College Now Greater Cleveland to assist students and parents/guardians with a variety of services, including career planning & exploration, college planning, the college application process, completing the financial aid application process and searching for and applying for college scholarships.
16. **Day Treatment-Purchase Service Agreement:** The Day Treatment-Purchase Service Agreement for the 2023-2024 school year between Connection Education Services, Inc. and the Wadsworth City School District Board of Education will allow certain students in our school district to attend the LEAP Program if it is determined that a student's least restrictive environment is the said program. We should see a decrease in the number of students placed in the LEAP Program during the 2023-2024 school year due to the creation of our alternative school for students in grades K-4.
17. **Total Education Solutions Consultant Agreement:** The Consultant Agreement between Total Education Solutions and the Wadsworth City School District Board of Education for the period of July 1, 2023 through June 30, 2024 being recommended for approval will allow students to attend Total Education Solutions during the 2023-2024 school year, per each student's individual education program (IEP).



Mike DeWine, Governor
Dr. Stephanie K. Siddens, Interim Superintendent of Public Instruction

March 28, 2023

RE: Payment in lieu of transportation (Type IV) for school year 2023-2024

After considering the factors set forth in Ohio Revised Code (ORC) 3327.02, the board of education of a city, exempted village, or local school district may determine that it is impractical to transport a pupil who is eligible for transportation to and from a school under section ORC 3327.01.

Pursuant to ORC 3327.02 and Section 265.150 of HB 110, if the parent, guardian, or other person in charge of the pupil accepts the offer of payment in lieu of providing transportation, and providing that all appropriate documentation and procedures identified in code have been completed, the board shall pay the parent, guardian, or other person in charge of the child an amount that shall be not less than 50 percent, and not more than the amount determined by the department as the average cost of pupil transportation for the previous school year. Payment may be prorated if the time period involved is only a part of the school year.

The *minimum* amount for school year 2023-2024 (50 percent of the average cost of pupil transportation for the previous school year) is \$596.43.

The *maximum* amount, or average cost of pupil transportation for the previous school year, as specified above, is \$1,192.87.

Andy

VISTA

Terms of Use

COST PROPOSAL

Quote Prepared On February 22, 2023

Quote Valid Through October 15, 2023

Quote No. 2302112553

Version No. 1

- Purchase Orders will be processed upon receipt and will be invoiced for the full "Total Cost" amount as shown above as well as the actual final Shipping charges required for your shipment, where applicable. Please note that the "Est. Shipping" amount shown above is an estimate only and may be different than the final charges applied.
- When submitting your Purchase Order, please be sure to attach:
 - A copy of this Quote
 - If applicable, a copy of your signed and dated tax exemption certificate
- To place your order, please contact Customer Support:

Vista Higher Learning

500 Boylston Street, Suite 820

Boston, MA 02116

Email: orders@vistahigherlearning.com

Phone: (800) 269-6311, option 3

Fax: (617) 426-5215

Terms of Purchase

By accepting a Quote, initiating a Purchase Order to us, entering into a separate agreement with us, and/or ordering online content, you are agreeing to these Terms of Purchase. The Vista Higher Learning Terms of Purchase shall govern all sales of materials and online content and shall supersede any and all terms and conditions attached to your Purchase Orders and/or any other document that you present to Vista Higher Learning, which shall be considered as a confirmation only and the terms and conditions shall in no way amend, prevail over, supplement or supersede any term or condition hereof.

- **Terms of Use:** All sales of Vista Higher Learning materials and online content are expressly made subject to the Vista Higher Learning Terms of Use: https://www.vhlcentral.com/terms_of_use.
- **Return Policy:** Returns of Vista Higher Learning materials and online content are subject to the Vista Higher Learning Return Policy: <https://vistahigherlearning.com/return-policy>.
- **Tax:** Prices included within this Quote are exclusive of all applicable taxes, which are the responsibility of the Customer. Customer must provide documentation of tax-exempt status, if applicable.
- **Subscription Term:** For digital product license purchases, the duration of access being purchased based on the product license selection outlined in the Quote above will be considered the Subscription Term.
- **Term Dates:** Subscription Terms are aligned to an academic year calendar and will start as of the next upcoming academic year following the receipt of a Purchase Order, unless otherwise requested by Customer. All product licenses will have the same start and end dates aligned with the Subscription Term.
- **Unused Licenses:** All product licenses must be used within the purchased Subscription Term. Unused licenses during the purchased Subscription Term are not refundable or eligible for credit.
- **Licensing Add-ons:** If purchasing additional license quantities and/or licensing level upgrades to be added onto an existing base of product licenses, the additional quantities and/or upgrades will be applied beginning with the currently active Subscription Term, unless otherwise requested by Customer. All product licenses must maintain the same start and end dates aligned with the Subscription Term, with any additional quantities and/or upgrades matching the current expiration date of the existing Subscription Term in place.

Thank you for your business.

[Skip to main content](#)

VHL Central Terms of Use

John Aram
President REEC
VISTA HIGHER LEARNING
4/6/23

IF YOU ARE UNDER 18 YEARS OF AGE, PLEASE BE SURE TO READ THIS AGREEMENT WITH YOUR PARENTS OR GUARDIAN AND ASK QUESTIONS ABOUT THINGS YOU DO NOT UNDERSTAND.

Welcome. Please read these Terms of Use carefully before You ("You," "Your" or "User") register on or use the website provided by Vista Higher Learning, Inc. ("Vista Higher Learning") at vhlcentral.com (the "VHL Central Site"). These Terms of Use incorporate the Privacy Policy available at www.vhlcentral.com/privacy_policy. By using or accessing the VHL Central Site, You represent that You (or Your parent or legal guardian on Your behalf if You are a minor) have read, understood and agree to the Terms of Use in their entirety, including the Privacy Policy. If You, or in the case that You are a minor, Your parent(s) or legal guardian(s) do not agree with any part of the Terms of Use, including the Privacy Policy, then please do not use or access the VHL Central Site. VHL does not knowingly offer services through the VHL Central Site to anyone under the age of 13 years. If You are under 13 years of age, You should use the VHL Central Site only with the consent or involvement of a parent or guardian. YOUR REGISTRATION ON, OR USE OF, THE VHL CENTRAL SITE INDICATES THAT YOU ACCEPT THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, PLEASE DO NOT USE OR REGISTER FOR USE OF THE VHL CENTRAL SITE. These terms and conditions apply to all users of the VHL Central Site and associated services.

IMPORTANT NOTICE: These Terms of Use contain certain Disclaimers and Limitations on our Liability and a Binding Arbitration Clause and Class Action Waiver, which waives Your right to sue in court or seek a jury trial for disputes relating to Your use of the VHL Central Site. Please read these sections carefully. If You do not agree to such terms, please do not use the VHL Central Site.

~~Changes to these Terms of Use. Vista Higher Learning reserves the right, in its sole discretion, to modify these Terms of Use, in whole or in part, at any time. Changes will be effective when notice of such change is posted to vhlcentral.com/terms_of_use. Your continued use of the VHL Central Site after any changes are posted will be considered acceptance of those changes. By using the VHL Central Site, You agree that you have reviewed, understand and accept these Terms of Use.~~

3/22/2023
4/6/2023

Use of the VHL Central Site; VHL's Proprietary Rights. Except as otherwise provided by Vista Higher Learning, Vista Higher Learning gives You a personal, limited, non-exclusive, revocable license to access and use the VHL Central Site and the content of the VHL Central Site (the "Site Content") solely for Your personal, non-commercial, and educational use. The Site Content, including, without limitation, text, images, video, graphics, selection, coordination, arrangement and enhancements of the elements of the Site Content, music and sound is protected by copyright, trademark and other laws. The Site Content and the copyrights thereto, as well as any trademarks in such Site Content, are the property of Vista Higher Learning and its suppliers and contributors. Further, Vista Higher Learning retains all right title and interest, including all intellectual property rights, in and to each access code (a "Product Access Code") that grants access to the VHL Central Site and use of products available through the VHL Central Site (vhlcentral.com). Each Product Access Code is licensed solely for Your personal, non-commercial, and educational use. Without limiting the foregoing, Vista Higher Learning has a license for certain Site Content that is owned by third-party suppliers and contributors. The

copyright on this third-party content may remain with the owners thereof. Unauthorized use of the Site Content is strictly prohibited. You may not copy, redistribute, alter, modify, publish, transmit, adapt, translate, prepare derivative works from, decompile, reverse engineer (except as expressly permitted by law), disassemble or in any way exploit the Site Content, or create or attempt to create a substitute or similar service or product through use of or access to the VHL Central Site. Solely in connection with the use of products purchased from Vista Higher Learning, instructors may (i) download, (ii) display, and perform in the classroom, and (iii) reproduce as-is and distribute in printed form to students, in the classroom, certain Site Content, as identified on the VHL Central Site as materials connected to VHL. Further, solely in connection with the use of products purchased from Vista Higher Learning or an authorized distributor, instructors may modify certain Site Content, as identified on the VHL Central Site as downloadable in unlocked editable electronic form, and display or distribute, in printed form, such modified Site Content to students in the classroom. You will not remove, obscure, or alter Vista Higher Learning's or its suppliers' and contributors' copyright notices, trade names, trademarks, service marks, logos, other distinctive brand features, or other proprietary rights notices affixed to or contained within the VHL Central Site or any Site Content. Without Vista Higher Learning's express prior written permission, You will not frame any portion of the VHL Central Site or any of the Site Content or link to the VHL Central Site other than to complete pages hosted as part of the VHL Central Site. You will not distribute any of the Site Content in electronic form without Vista Higher Learning's express prior written permission, and You will not resell, license, assign, share or otherwise transfer any Product Access Code or Your Login Credentials to or with any other person. You acknowledge that You do not acquire any ownership rights by downloading or modifying Site Content or receiving or using a Product Access Code. Any purported resale, license, assignment, or other transfer by you of a Product Access Code shall be void and without effect. We reserve the right, for any reason, to suspend or deny Your access to all or any portion of the VHL Central Site or use of Site Content, including Site Content that You have modified. Further, without limiting the foregoing, we reserve the right to deactivate or otherwise disable or suspend any Product Access Code or Login Credentials that we have reason to believe has been resold, licensed, assigned, shared or otherwise transferred or has been used by more than one person.

VHL Central Site Modifications. Vista Higher Learning reserves the right at any time to modify, suspend or discontinue the VHL Central Site or any part thereof and You agree that Vista Higher Learning shall not be liable to You or to any third party for any such modification, suspension, or discontinuance. ~~Without limiting the foregoing, You acknowledge and agree that Vista Higher Learning may suspend, terminate or cancel your access rights to the VHL Central Site, or any part thereof, with or without notice, for any or no reason, without liability to You or any third party.~~

MA 3/28/2023

GA 4/6/23

User-Submitted Content/Conduct. Portions of the VHL Central Site (such as "chat rooms", "blogs" or "bulletin boards") may allow users to upload and/or post content, including both academic-oriented and nonacademic-oriented content. You shall not upload or post on the VHL Central Site any content (including without limitation, text, images, video, graphics, music and sound) that You know to be false, misleading or inaccurate or that is libelous, defamatory, obscene, threatening, invasive of privacy, harmful to minors in any way, abusive, illegal or harassing, or contains expressions of hatred, bigotry, racism, ethnic prejudice, vulgarity, profanity or is sexually explicit, lewd, obscene or pornographic, or is otherwise objectionable, or that would constitute or encourage a criminal offense, violate the rights of any party or violate any law or encourage or advocate any violent act or behavior or constitute a threat to personal or public safety, or that You do not have a right to make available under contractual or fiduciary relationship, or that is used to make commercial solicitations. Uploading or posting any such content may result in the immediate termination of Your access to the VHL Central Site and, if appropriate, notification to law enforcement officials. If legal action is pursued any and all information collected by Vista Higher Learning will be turned over to the appropriate law enforcement officials. This means that You, and not Vista Higher Learning, are entirely responsible for the content You transmit to the VHL Central Site.

You shall not upload to, distribute through or otherwise publish through the VHL Central Site any content that contains viruses or any other computer code, corrupt files or programs designed to interrupt, destroy or limit the functionality of the VHL Central Site or disrupt any software, hardware, telecommunications, networks, servers or other equipment. Uploading, distributing or publishing such content may result in immediate termination of Your access to the VHL Central Site and, if appropriate, notification to law enforcement officials. You agree not to interfere with any other user's right to privacy, including by harvesting and collecting personally-identifiable information or posting private information.

Vista Higher Learning has no obligation to monitor or screen information or content posted or submitted by You or other users for use in connection with the VHL Central Site, and content posted by users does not necessarily reflect the views of Vista Higher Learning. However, Vista Higher Learning shall have the right, in Vista Higher Learning's sole discretion, to monitor and screen such information and content and refuse to post, remove or edit any information or content submitted to Vista Higher Learning or posted on the VHL Central Site. You agree that Vista Higher Learning has no liability or responsibility for the storage, modification or deletion of any information or content that You or any other person uploads or posts.

Except as expressly provided in these Terms of Use or as expressly authorized in writing by You, You retain all rights, title and interest in and to content submitted to Vista Higher Learning through the VHL Central Site. Notwithstanding the foregoing, by submitting content to Vista Higher Learning or the VHL Central Site, You: (i) acknowledge and agree that all such content is non-confidential; (ii) acknowledge and agree that all content provided in connection with any course whether directly through Vista Higher Learning or through Your educational institution will be made available to school officials, including instructors, and other users with legitimate educational interests in such content; and (iii) automatically grant to Vista Higher Learning a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, copy, reproduce, modify, adapt, publish, translate, perform, display, make derivative works of and distribute such content (in whole or in part) on the VHL Central Site, any successor website or application, or other sites owned or operated by Vista Higher Learning, or to other third-parties as authorized by Your educational institution, including, without limitation, syntactic analysis and grading vendors. Vista Higher Learning may delete, archive, make unavailable, modify or comment on any content submitted by You. You permit Vista Higher Learning to publicly share Your content and/or to identify You with the content You have posted.

You shall not upload, post or otherwise make available on the VHL Central Site any content protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any content is not so protected rests with You. You shall be solely liable for any damage resulting from any claims of infringement of copyrights or other proprietary rights, any claims by third parties regarding Vista Higher Learning's exercise of the foregoing license and any other harm resulting from Your submission(s) or Vista Higher Learning's use or posting of such submission(s).

Prohibited Actions. You may not attempt to gain unauthorized access to any portion or feature of the VHL Central Site, and Product Access Code, any other systems or networks connected to the VHL Central Site, any Vista Higher Learning server, or any of the Site Content or services offered on or through the VHL Central Site, by hacking, password "mining" or any other illegitimate means. You may not probe, scan or test the vulnerability of the VHL Central Site or any network connected to the VHL Central Site, nor breach the security or authentication measures on the VHL Central Site or any network connected to the VHL Central Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the VHL Central Site, including any account not owned by You, to its source. Vista Higher Learning reserves the right to report

unsuccessful code redemption attempts or unauthorized use of the VHL Central Site and/or Site Content to appropriate school and law enforcement authorities. You may not exploit the VHL Central Site or any Site Content or services made available or offered by or through the VHL Central Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than Your own information, as provided for by the VHL Central Site. You agree that You will not take any action that intentionally imposes an unreasonable or disproportionately large load on the infrastructure of the VHL Central Site or Vista Higher Learning's systems or networks, or any systems or networks connected to the VHL Central Site or to Vista Higher Learning. You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the VHL Central Site or with any other person's use of the VHL Central Site or with the accuracy and reliability of the Site Content. You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal You send to Vista Higher Learning on or through the VHL Central Site. You may not pretend that You are, or that You represent, someone else, or impersonate any other individual or entity. You may not access the VHL Central Site by using the login credentials of any other person without that person's permission. You acknowledge that Your failure to abide by these Terms of Use may subject You to civil and criminal liability.

General Practices Regarding Use. You acknowledge that we may establish general practices and limits concerning use of the VHL Central Site. You agree to comply with all such practices and limits.

Your Representations, Warranties and Conduct. You represent and warrant that: (i) all of the information provided by You to Vista Higher Learning, including with respect to Product Access Codes and Login Credentials, is accurate; (ii) You have all necessary right, power, and authority to agree to these Terms of Use and to perform the acts required of You hereunder; (iii) You have read and agree to abide by these Terms of Use and the Vista Higher Learning Privacy Policy; and (iv) You will not use the VHL Central Site for any unlawful purpose or in violation of any law or these Terms of Use or for any purpose not expressly permitted in these Terms of Use.

Product Access Code and Login Credential Protection. You are responsible for controlling the use and maintaining the confidentiality of all Product Access Codes, Login Credentials and other passwords associated with the VHL Central Site in accordance with these Terms of Use, and are fully responsible for all activities that occur using Your Product Access Code and Login Credentials. You agree to immediately notify Vista Higher Learning of any unauthorized use of Your Login Credentials or any other breach of security of which You become aware.

Contests. Vista Higher Learning may conduct contests from time to time. You agree that if you participate in any contest, You will abide by all the rules and be subject to all terms and conditions of such contest, in addition to these Terms of Use.

Indemnity. You agree to indemnify, defend (at Vista Higher Learning's option) and hold Vista Higher Learning and its affiliates, officers, directors, representatives, agents, partners, employees and third party content suppliers and contributors (collectively, "Indemnified Person(s)") harmless from and against any and all claims, liabilities, losses, and expenses (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person, arising out of or related to Your content and materials, Your use of the VHL Central Site other than as expressly permitted under these Terms of Use, Your violation of these Terms of Use or Your violation of any third party's rights including such party's copyrights and trademarks. Any such indemnification

~~shall be conditioned on the Indemnified Party: (a) notifying You in writing of any such claim, liability, loss, expense or threat thereof; (b) cooperating with You in the defense or settlement thereof; and (c) allowing You to control such defense or settlement. The Indemnified Party shall be entitled to participate in such defense at its own cost and expense.~~

NR 3/28/2023 CA 4/8/23

Disclaimer of Warranties. The VHL Central Site and related applications, materials and services are provided to You "AS IS" without warranty of any kind. VISTA HIGHER LEARNING HEREBY DISCLAIMS, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES PERTAINING TO NONINFRINGEMENT, AVAILABILITY OF THE VHL CENTRAL SITE, LACK OF VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFESTS CONTAMINATING OR DESTRUCTIVE PROPERTIES, ACCURACY, COMPLETENESS, RELIABILITY, TIMELINESS, CURRENCY, OR USEFULNESS OF ANY INFORMATION OR SITE CONTENT.

Assumption of Risks. Use of the VHL Central Site is at Your sole risk. You assume all risks that the VHL Central Site, applications, and related information are suitable for Your needs. Use of any applications obtained through the VHL Central Site is at Your own discretion and risk and You are solely responsible for any damage to Your computer or loss of data. You agree that neither Vista Higher Learning nor any Indemnified Person shall be responsible for any loss or damage of any sort relating to Your use of the VHL Central Site.

NR 3/29/2023 CA 4/8/23

Disclaimer of Damages; Limitation of Liability. YOU AGREE THAT NEITHER VISTA HIGHER LEARNING NOR ANY OTHER INDEMNIFIED PERSON WILL BE LIABLE TO YOU OR ANY OTHER PERSON FOR DAMAGES OR LOSSES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE VHL CENTRAL SITE OR ANY CONTENT OR SERVICES ON OR THROUGH THE VHL CENTRAL SITE, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGES, OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION, DAMAGES CAUSED BY YOUR RELIANCE ON THE ACCURACY, COMPLETENESS OR TIMELINESS OF SITE CONTENT OR OTHER INFORMATION PROVIDED OR YOUR PROVISION OF INFORMATION TO THE VHL CENTRAL SITE, EXCEPT THAT THE FOREGOING SHALL NOT PRECLUDE RECOVERY OF DAMAGES FOR PERSONAL INJURY, LOSS OR DAMAGE TO PERSONAL PROPERTY, OR UNAUTHORIZED USE OR DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION CAUSED BY THE INDEMNIFIED PERSONS' NEGLIGENCE, GROSS NEGLIGENCE, RECKLESSNESS, FRAUD OR OTHER WILLFUL, UNCONSCIONABLE OR INTENTIONAL MISCONDUCT. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT THE CLEARLY ESTABLISHED LEGAL RIGHT OF A CONSUMER TO RECOVER ATTORNEYS' FEES OR OTHER REMEDIES AFFORDED BY STATUTE OR OTHER LAW.

NR 3/29/2023 CA 4/8/23

The foregoing Indemnity, Disclaimer of Warranties, Assumption of Risk and Disclaimer of Damages/Limitation of Liability provisions shall apply to the fullest extent permitted by law.

NR 3/28/2023 CA 4/8/23

Links to Third Party Websites. Vista Higher Learning may, as a convenience, provide links to third party websites. The inclusion of the link does not imply that Vista Higher Learning endorses or has any control over

those third party sites. Vista Higher Learning is not responsible for any content on any linked site. If You access a third party site from the VHL Central Site, You do so at Your own risk.

Copyright Agent. If You believe that Your copyrighted work is accessible on the VHL Central Site in a way that constitutes copyright infringement, please provide the following information to the agent identified below: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit Vista Higher Learning to locate the material; (iv) information reasonably sufficient to permit Vista Higher Learning to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries or claims, please contact: online@vistahigherlearning.com

Arbitration

THE FOLLOWING TERMS TO WHICH YOU ARE CONSENTING CONSIST OF A BINDING ARBITRATION PROVISION AND A CLASS-ACTION AND JURY TRIAL WAIVER.

To the fullest extent permitted by law, by using the VHL Central Site, You agree that if a dispute arises between You and one or more of the Indemnified Parties relating in any way to the VHL Central Site or Your use thereof, including common law or statutory claims, **BOTH YOU AND THE INDEMNIFIED PARTIES SHALL SUBMIT TO BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION COMMENCED BETWEEN YOU AND THE INDEMNIFIED PARTIES MUST BE ARBITRATED IN BOSTON, MASSACHUSETTS.** *Modine County, Ohio* **ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR THE INDEMNIFIED PARTIES MAY JOIN CLAIMS IN ARBITRATION WITH OR AGAINST OTHER USERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS. YOU UNDERSTAND THAT BY AGREEING TO ARBITRATION YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE IN COURT, THE RIGHT TO HAVE THE DISPUTE DECIDED BY A JUDGE OR JURY, AND THE RIGHT TO BRING, OR BE PART OF, A CLASS ACTION CASE.** The foregoing shall not apply to suits to enjoin infringement or other misuse of intellectual property rights, and You or the Indemnified Parties may bring suit in court to enjoin infringement or other misuse of intellectual property rights. Any such suit shall be adjudicated by a state or federal court located in Boston, Massachusetts, and You hereby consent to jurisdiction in such courts for such suits. *Wadsworth, Ohio*

RULES FOR THE AMERICAN ARBITRATION ASSOCIATION ARE AVAILABLE AT:
<https://www.adr.org>.

Governing Law. These Terms of Use shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to conflicts of law rules.

St of Ohio

MA 3/22/23
JA 4/6/23

Entire Agreement; Binding Effect. These Terms of Use constitute the entire agreement between You and Vista Higher Learning relating to the subject matter hereof and supersede all prior oral and written understandings. These Terms of Use shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

Waiver. No waiver of any provision of these Terms of Use or any breach hereunder shall be deemed a waiver of any other provision or subsequent breach, nor shall any such waiver constitute a continuing waiver.

Severability. If any part of these Terms of Use, or the application thereof to any person or circumstance, is for any reason held invalid or unenforceable, it shall be deemed severable and the validity of the remainder of these Terms of Use or the applications of such provision to other persons or circumstances shall not be affected thereby.

Violations. Please report any violations of these Terms of Use to Vista Higher Learning at online@vistahigherlearning.com.

All rights not expressly granted herein are fully reserved.

Last Modified 03/15/2018



Vista Higher Learning

- [About us](#)
- [News and Events](#)
- [Store](#)

Support

- [Technical Support](#)

- [Submit a help request](#)
- [Accessibility](#)

© 2023 VISTA Higher Learning, Inc. | [Privacy policy](#) | [Terms of use](#)


[Home Privacy Policy](#)

Vista Higher Learning Privacy Policy

Our Privacy Policy has changed effective January 28, 2021. Please review and familiarize yourself with these changes.

Privacy Policy Applicable to:

Vista Higher Learning Website (<https://www.vistahigherlearning.com> and <https://www.dostomatillos.com>) (the "VHL Site").

Vista Higher Learning, Inc. ("Vista Higher Learning", "VHL", "we", "us", or "our") is committed to protecting your privacy through compliance with this privacy policy (this "Privacy Policy"). This Privacy Policy explains our policies and practices with respect to the information you entrust to us when you use the VHL Site (defined below).

What this Policy Covers

Please note that this Privacy Policy applies solely to our online information gathering and dissemination practices in connection with the VHL Site, and does not apply to any of our practices conducted offline or any information-gathering and dissemination practices in connection with the use of our services platform website, VHL Central, the privacy policy for which may be viewed at https://www.vhlcentral.com/privacy_policy. → Is this applicable for our purchase?

Information We Collect

You do not have to provide personally identifiable information to access or use the Website. However, to take full advantage of the Website, you may choose to furnish us with personally identifiable information through the Website. For example, if you create an account, contact us through the website "Contact us" form, or subscribe to our emails, you will be asked to provide your contact information (such as name, email address, and phone number). We will only collect such information through the Site when you provide it to us voluntarily.

Vista Higher Learning is pleased to offer students through the VHL Site the opportunity to order learning materials directly from our Vista Higher Learning Store (the "Store") (<https://vistahigherlearning.com/store> or <https://www.dostomatillos.com>). If you make a purchase from the Store, it will be processed by a third party payment processor, Braintree – PayPal, Inc. ("Braintree"), which will collect your credit card information and any other information required to process your

transaction, such as name, email address, shipping address, and billing address with its third party payment processor. Vista Higher Learning urges you to review Braintree's Privacy Policy Statement. (See <https://www.braintreepayments.com/legal/braintree-privacy-policy>). Vista Higher Learning is not responsible for Braintree's privacy and security practices.

Automatically Collected Information

Certain identifying information is automatically collected when you visit the VHL Site, including the IP address from which the VHL Site is accessed. We may collect identifying information that allows us to track the number of visitors we receive and the way they navigate through the VHL Site, as more fully described below in the section entitled "Use of Cookies and Website Information".

We may use IP addresses and anonymous demographic information in the aggregate to share with advertisers and market researchers, and to improve the design of the VHL Site to better serve our customers and otherwise for Vista Higher Learning business purposes. While it may be possible to correlate this information to particular individuals, we do not generally do so. We may share this aggregated information with other third parties. We reserve the right to analyze anonymous demographic information or otherwise correlate it to particular individuals in order to investigate potentially unlawful conduct and/or breaches of this Privacy Policy. For example, we may report to appropriate school and law enforcement authorities any IP addresses and correlated email address that is associated with multiple unsuccessful code redemption attempts.

Use of Cookies and Website Information

Like many commercial websites, we use standard "cookie" technology and web server logs to collect information about how the VHL Site is used. Cookies are small pieces of data that are stored by your web browser on your hard drive. Cookies allow our web servers to recognize the computers used to access the VHL Site. Cookies allow you to move from page to page within the VHL Site by remembering the information about the entire session. Information gathered through cookies and by our web server logs may include your IP address, the date and time of your visit, the pages viewed, time spent on the VHL Sites, and the address of any website from which a hyperlink was clicked to arrive at the VHL Site. We may also use cookies to monitor traffic, improve the VHL Site and make it easier for and/or relevant to your use.

You may occasionally get cookies from companies advertising on our behalf. We do not control those cookies and they are not subject to this cookie policy.

You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but, if you prefer, you can usually modify your browser setting to decline cookies. For more information on cookies and how to disable them, you can consult the information provided by the Interactive Advertising Bureau at www.allaboutcookies.org.

We may also use web beacons or flash cookies. A web beacon or flash cookie (also known as "action tags", "tracer tags", or "single-pixel gifs") is an invisible graphic on a web page that is programmed only to collect Non-Personal Information about your use of a given website. We do not collect Personal Information, such as names, e-mail addresses and phone numbers through such web beacons without your express permission.

We may use third-party web analytics services on the VHL Site, such as Google Analytics. These services help us analyze how visitors use the Site. The information collected for this purpose (including your IP address and other information collected by automated means) will be disclosed to or collected directly by these service providers. To learn more about opting out of these activities, visit: <https://tools.google.com/dlpage/gaoptout>

Through the VHL Site we do not collect information that would be deemed educational records or student information under Family Educational Rights and Privacy Act.

How We Use the Information We Collect

Vista Higher Learning may use the information we collect for our legitimate interests and business purposes, including to process your requests and transactions, personalize the types of information you receive from Vista Higher Learning, assess trends in your use of the VHL Site or purchases of products or services, develop content and functionality that helps us better serve your needs, and improve the service and products we provide, or for any other reason with your express consent.

We may also use the information we collect through the VHL Site to offer or furnish additional products and services, such as training opportunities and updates, and engage in advertising and marketing activities. You may opt-out of receiving these messages. The following options are available to opt-out of receiving these messages:

- Send email to:
 - online@vistahigherlearning.com
- Send written correspondence to:
 - Vista Higher Learning
 - Attn: Marketing Services
500 Boylston Street
Suite 620, Boston, MA 02116
- By using the "unsubscribe" link on any emailed correspondence from Vista Higher Learning

Disclosures of Information to Third Parties

We may share personal information with affiliates and other third parties that assist us in providing our services or products or otherwise responding to your requests or orders, including but not limited to our technical support services, including Zendesk ("Zendesk") and Jira ("Jira"), and providers, including

AltaVista ("AltaVista") and OneLink ("OneLink"). These third party service providers may request information from or about you in order to provide you the service or technical support that you request. These providers have agreed to abide by Vista Higher Learning's Privacy Policy.

Vista Higher Learning may transfer any information collected through your use of the VHL Site, including but not limited to personal information, to an affiliate or third party as part of a transfer of business assets or reorganization of its business.

Vista Higher Learning may also release personal information collected through your use of the VHL site in special cases in order to comply with requests from law enforcement and government agencies, to protect Vista Higher Learning's rights and to protect customers and others and otherwise as permitted or required by law. We may do so when we believe in good faith that disclosing this information is otherwise necessary or advisable, including, for instance, to identify, contact, or bring legal action against someone who may be causing injury to or interfering with the rights or property of Vista Higher Learning, another user, a school with whom any user is associated, or anyone else that could be harmed by such activities. This includes reporting unsuccessful code redemption attempts and other related information to appropriate school and law enforcement authorities.

For the avoidance of doubt, Vista Higher Learning will not provide any third party with any personally identifiable information collected through your use of the VHL Site for purposes of engaging in targeted advertising. However, Vista Higher Learning may disclose aggregated, anonymized user information or statistics in order to describe the VHL Site to prospective partners, advertisers, and other third parties, and for other lawful business purposes.

Retention

We will retain information collected through the VHL Site, including personal data that we process on behalf of a customer, for as long as your account is active or as needed to provide you services. We may also retain this information as necessary to comply with company policy, legal obligations, resolve disputes, or enforce our agreements.

User Name and Password Information

If you lose or forget your login information, you may contact us and ask us to change your password to a temporary password. You authorize us to, upon request, send your login information to your email address of record. This means that if you give someone else access to your email, they might have access to your account.

Access and Changes to Your Personal Information

You or your parent or legal guardian may review or correct your personally identifiable information collected through your use of the VHL Site or to delete your VHL Site account. You may also ask us to stop collecting or using some or all of your personally identifiable information. However, please be aware that this may limit or prevent your future use of the VHL Site.

To do this, please contact Vista Higher Learning Technical Support using the contact information provided in the "Contact" section at the end of this Privacy Policy. To protect your privacy and security, we may require you to take certain steps or provide additional information to verify your identity before

we provide any information or make any corrections.

Individuals Located in the State of California: Your Choices

If you are a resident of the State of California, [click here](#) for additional information regarding your rights and choices under the California Consumer Privacy Act of 2018.

Individuals Located in the European Union: Your Choices

If you are a resident of the European Union or provide Personal Information through this website while located in the European Union, [click here](#) for additional information affecting your rights and choices under the GDPR.

Links to Other Sites

Vista Higher Learning may provide links to other websites for your convenience. Vista Higher Learning does not endorse and is not responsible for any third party websites, products, services or business practices. Vista Higher Learning assumes no responsibility for the privacy or security of information you provide to any third party through linked websites or any other means. We urge you to review the privacy policy of any website that you visit.

International Transfer of Data

For visitors using the VHL Website from outside the United States, any data you submit to VHL may be transferred to and stored in VHL's or its affiliate or vendor's servers, which may be located in the United States, or parts of the world other than the country in which you are located when using the VHL Website. By using the VHL Website you hereby expressly consent to any information or personal data collected through use of the VHL website to be transferred to and stored in the United States. When we transfer your information to recipient in other countries, we will protect that information as described in this Privacy Policy and will comply with applicable legal requirements.

Username and Passcodes

Users must keep their VHL Site user names and passwords private and may not share them with any third party, even on a temporary basis. Vista Higher Learning cannot be responsible for unauthorized access to accounts gained through use of user names and passwords obtained from the authorized user. If you suspect that your password has been compromised, please contact Vista Higher Learning immediately.

Use of VHL Websites by Children under the Age of 13

The VHL Site is not intended for children under the age of 13, and Vista Higher Learning does not intentionally collect personal information from children under 13. If you have reason to believe that we have collected personal information from someone under 13 years of age, please let us know.

Changes to Our Privacy Policy

~~Vista Higher Learning reserves the right, in its sole discretion, to change, modify, add or remove this Privacy Policy in whole or in part, at any time. Changes will be effective when notice of such change is posted at <https://vistahigherlearning.com/privacy-policy>. Your continued use of the VHL Site or any other~~

~~products or services offered by Vista Higher Learning after any changes are posted will be considered acceptance of those changes.~~ By using the VHL Site and any other products or services offered by Vista Higher Learning, you agree that you have reviewed, understand and accept this Privacy Policy, and that Vista Higher Learning may collect and use your information as set forth below. If you do not agree to the terms of this Privacy Policy, please do not use the VHL Site. Unless otherwise agreed in writing by Vista Higher Learning, the data collected on the VHL Site belongs exclusively to Vista Higher Learning, and Vista Higher Learning is solely responsible for creating and maintaining this policy.

Contact Vista Higher Learning

If you have any questions or concerns about Vista Higher Learning's use of non-public personal information or about this Privacy Policy, please contact Vista Higher Learning at:

Vista Higher Learning:
500 Boylston Street
Suite 620
Boston, MA 02116
USA

E-mail:

storesupport@vistahigherlearning.com

Vista Higher Learning takes concerns about privacy and use of personal information seriously, and will reply as quickly as reasonably possible to any report of concern.

Last Updated January 28, 2021



in

> **Log in to VHL Central**

[Skip to main content](#)

VISTA HIGHER LEARNING PRIVACY POLICY

This Policy was last updated on January 15, 2020.

Vista Higher Learning, Inc. ("Vista Higher Learning", "we", "us", or "our") is committed to protecting your privacy through compliance with this privacy policy (this "Privacy Policy"). This Privacy Policy explains our policies and practices with respect to the information you entrust to us when you use the VHL Digital Products (defined below). Throughout this Privacy Policy, "user", "you", or "your" refers to instructors or students who have registered for and are using VHL Digital Products or, if students are under the age of 13, to the parents or legal guardians of those students.

What this Policy Covers

This Privacy Policy applies solely to our use of information collected online by or through our Supersite, Portales, VHL Central, and Mobile Application products and support services (collectively, the "VHL Digital Products"). It does not apply to any information we may collect offline or through any other means. This Privacy Policy does not address, and we are not responsible for, information collected by or through third parties, even if their products or services may be linked to or from the VHL Digital Products. For more information, see "**Links to Other Sites**" below. Please read the terms of any privacy policies that you enter into with other parties, including your educational institution, as those policies may explain how certain of your information is used by those parties.

Information We Collect

When you register for or use a VHL Digital Product, we may collect certain information from or about you or your students. The first type of information we may collect includes certain personal or identifying information, such as first and last name (or, at your option, a pseudonym or substitute identifier), email address, birth year, school affiliation including country, state or province, time zone, school type, and full institutional name (optional), and username. When you provide us with this information, which is collected on an individual basis, you knowingly choose to disclose it to us.

Additionally, subject to compliance with the Family Educational Rights and Privacy Act ("FERPA") and other federal, state or local laws governing the privacy of educational records, your school, school district, or educational institution may provide Vista Higher Learning with certain information for your account, such as your name, email address, and course and section enrollment information. This is discussed further in the section titled "**Student Information**" below.

Another type of information we collect is user-generated content, which may include profile information, enrollment and login history, audio and video recordings, and scores for practice activities. In addition, some VHL Digital Products offer instructors and students the ability to complete substantive course work, including the ability to upload documents and submit communications. Some VHL Digital Products also offer instructors the ability to store student grade information on or through such products.

Finally, as you use the VHL Digital Products, we may automatically collect certain information about your use of and activity on the VHL Digital Products, including time spent using the VHL Digital Products, as more fully described below in the section titled "**Use of Cookies and Website Information**".

You may choose not to provide us with some or all of the information described above. However, in some cases, if you choose not to provide us with the required information, you will not be able to access or use some or all of the content or services of the VHL Digital Products.

Use of Cookies and Website Information

Like many commercial websites, we use standard "cookie" technology and web server logs to collect information about how the VHL Digital Products are used. Cookies are small pieces of data that are stored by your web browser on your hard drive. Cookies allow our web servers to recognize the computers used to access the VHL Digital Products. Cookies allow you to move from page to page within the VHL Digital Products by remembering the information about the entire session.

Information gathered through cookies and by our web server logs may include your IP address, the date and time of your visit, the pages viewed, time spent on the VHL Digital Products, and the websites visited immediately before and after using the VHL Digital Products. This information is collected automatically and contains no personally identifiable information. However, we may tie this information to other information about you that we collect from you or other sources. For instance, we expressly reserve the right to analyze anonymous demographic information and to correlate it to particular individuals in order to investigate potentially unlawful conduct and/or breaches of this Privacy Policy or the VHL Terms of Use.

You can configure your web-browser to disable cookies, but doing so may impair your use of the VHL Digital Products.

How We Use the Information We Collect

We may use the information and user-generated content we collect for any business purposes not prohibited by law or this Privacy Policy, including, but not limited to, improving our products and services. For example, information we collect may be used in the following ways:

- To facilitate and enable the registration, access, and operation of VHL Digital Products;
- To respond to your requests for product support or customer service;
- To personalize your use of and experience with VHL Digital Products; and
- To monitor and improve the overall performance and quality of VHL Digital Products.

We may also use the information we collect through the VHL Digital Products to communicate with you in connection with your use of the VHL Digital Products. You may opt-out of receiving these communications at any time. The following options are available to opt-out of receiving these messages:

- Send email to info@vistahigherlearning.com
- Send written correspondence to:
 - Vista Higher Learning
 - 500 Boylston Street
 - Suite 620, Boston, MA 02116
- Call 800-618-7375 or 617-426-4910
- Fax (617) 426-5215
- By using the "unsubscribe" link on any emailed correspondence from Vista Higher Learning

Disclosure of Your Information

Vista Higher Learning does not sell, trade, or otherwise transfer your personally identifiable information to outside parties except under the following circumstances:

- To our trusted affiliates and third party service providers, as further described below, who assist us in operating our business, servicing our website, or supporting you with your product experience;
- When we believe in good faith that disclosing such information is necessary or advisable, including, for instance, to comply with any law, court order, or legal process, including responding to any government or

regulatory request;

- To enforce our site policies or protect our or other's rights, property, or safety;
- To a buyer or other successor or assignee in the event of a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Vista Higher Learning's assets; and
- Otherwise as permitted or required by law.

User information and user-generated content may also be made available to school officials, including instructors, who Vista Higher Learning reasonably believes to have a legitimate educational interest in such information and materials. Such information and materials may include a student's first and last name, username, e-mail address, student ID (if provided), the student's substantive course work, any student recorded and submitted communications, uploaded documents, product usage information (including time on site, time spent on each course-related activity, submission dates and times for course activities), score and grade information, login history, account creation date and time, and enrollment history. Additionally, if Vista Higher Learning makes chat rooms, forums, or message boards available by or through the VHL Digital Services, it is important to remember that information you choose to disclose in these areas will become public information, and you should exercise caution in deciding whether to disclose your personal information publicly on such forums.

For the avoidance of doubt, Vista Higher Learning will not provide any third party with any personally identifiable information for purposes of engaging in targeted advertising. However, Vista Higher Learning may disclose aggregated user information or statistics in order to describe the VHL Digital Products to prospective partners, advertisers, and other third parties, and for other lawful business purposes.

Third Parties Who May Receive Your Information

Vista Higher Learning may share your information with affiliates and third party service providers who assist us in operating our business, servicing our website, or supporting you with your product experience. For example, Vista Higher Learning licenses technology from TokBox, Inc. ("TokBox") and Pubnub, Inc. ("Pubnub") to provide peer chat and messaging services. Additionally, Vista Higher Learning has engaged AltaVista ("AltaVista") and OneLink ("OneLink") to provide technical support for our VHL Digital Products. At your request or the request of your instructor or educational institution, AltaVista or OneLink may request information from or about you in order to provide technical support. These providers have agreed to abide by Vista Higher Learning's Privacy Policy. However, Vista Higher Learning is not responsible for TokBox, Pubnub, AltaVista, OneLink or any third party's implementation of its privacy and security practices.

How We Protect Your Information

We have implemented reasonable technical, physical and administrative safeguards to help protect your personally identifiable information against unauthorized access or loss. For instance, Vista Higher Learning provides privacy and information security training to our employees. While Vista Higher Learning strives to protect the personal information of users and takes reasonable steps to ensure the security, integrity and confidentiality of such information disclosed to us, we cannot guarantee the security, integrity or confidentiality of any information disclosed, and you do so at your own risk.

Username and Passcodes

When you create a password using a VHL Digital Product, you are responsible for keeping this password confidential. Please make every effort to ensure it remains private. Do not share your password with anyone, even on a temporary basis. Vista Higher Learning is not responsible for unauthorized access to accounts gained through the sharing of passwords. If you suspect your password has been compromised, contact Vista Higher Learning Technical Support immediately.

If you lose or forget your login information, you may contact us and ask us to change your password to a temporary password. You authorize us to, upon request, send your login information to your email address of

record. Further, we may provide secondary school instructors with a method of resetting a student's password for students who have indicated to us that they are enrolled at the instructor's school. This means that, if you are a secondary school student, it is possible for instructors at your school to view your VHL Central Site account. We will not knowingly provide instructor login information to any student.

Changes to Your Personal Information

You or your parent or legal guardian may review, correct or delete your personally identifiable information maintained by us. You may also ask us to stop collecting or using some or all of your personally identifiable information. However, please be aware that this may limit or prevent your future use of the VHL Digital Services.

To do this, please contact Vista Higher Learning Technical Support using the contact information provided at the end of this Privacy Policy. To protect your privacy and security, we may require you to take certain steps or provide additional information to verify your identity before we provide any information or make any corrections.

If your school, school district, or educational institution has provided Vista Higher Learning with your user information, the school, school district, or educational institution is responsible for providing the means by which parents, legal guardians, and eligible pupils may review and correct erroneous personally identifiable information in accordance with applicable law. See the section titled “**Student Information**” below for more information.

Individuals Located in the State of California: Your Choices

If you are a resident of the State of California, [click here for additional information regarding your rights and choices under the California Consumer Privacy Act of 2018](#).

Individuals Located in the European Union: Your Choices

If you are a resident of the European Union or provide Personal Information through this website while located in the European Union, [click here for additional information affecting your rights and choices under the GDPR](#).

Links to Other Sites

Vista Higher Learning may provide links to other websites by or through the VHL Digital Products. Vista Higher Learning does not endorse and is not responsible for any third party websites, products, services or business practices. Vista Higher Learning assumes no responsibility for the privacy or security of information you provide to any third party through linked websites or any other means. We urge you to review the privacy policy of any website that you visit.

Student Information

We may collect certain legally protected information from or about students, such as students' personally identifiable information, in the course of providing the VHL Digital Products and related services (“Student Information”). In general, we consider Student Information to be confidential and do not use such Student Information for any purpose other than to provide and improve the VHL Digital Products or behalf of our users and customers. Our collection, use and sharing of Student Information is governed by federal, state and local laws, as applicable, and not by any conflicting provisions contained in this Privacy Policy. This Privacy Policy does not supersede the terms of any agreements between us and any other party.

If you have any questions about reviewing, modifying, or deleting Student Information provided to us by your school or educational institution, please contact your school or educational institution directly.

Use of VHL Websites by Children under the Age of 13

The VHL Digital Products are not generally intended for children under the age of 13, but in some instances children under the age of 13 may be eligible users of certain VHL Digital Products. If that is the case, the child's parent or legal guardian or school must assist the child in registering the product or service for use. Any information that may be needed for delivery of the product or service which may not be legally collected from a child under the age of 13 must be provided by the child's parent, legal guardian or school with the consent of a parent or legal guardian or school, in each case as may be required by law. If you have reason to believe that we have collected personal information from someone under 13 years of age without having obtained the authorizations described above, please contact Vista Higher Learning Technical Support.

We encourage parents and teachers to spend time online with children and to monitor their online activities. Please protect your child's privacy by instructing them to never provide personal information via the internet without your permission.

Changes to Our Privacy Policy

~~Vista Higher Learning reserves the right, in its sole discretion, to change, modify, add or remove this Privacy Policy in whole or in part, at any time. Changes will be effective when notice of such change is posted at http://www.vhlcentral.com/privacy_policy. Your continued use of any VHL Digital Products after any changes are posted will be considered acceptance of those changes.~~ By using the VHL Digital Products, you agree that you have reviewed, understand and accept this Privacy Policy, and that Vista Higher Learning may collect and use your information as set forth in this Privacy Policy. If you do not agree to the terms of this Privacy Policy, please do not use any of the VHL Digital Products. Unless otherwise required by law or agreed in writing by Vista Higher Learning, the data collected via the VHL Digital Products belongs exclusively to Vista Higher Learning. Vista Higher Learning is solely responsible for creating and maintaining this policy.

Contact Vista Higher Learning

If you have any questions or concerns about Vista Higher Learning's use of non-public personal information or about this Privacy Policy, please contact Vista Higher Learning at:

Vista Higher Learning:

500 Boylston Street
Suite 620
Boston, MA 02116
USA

Phone:

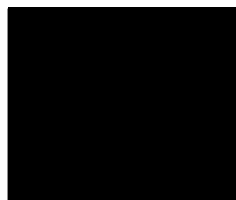
(800) 618-7375
(617) 426-4910

Fax:

(617) 426-5215

E-mail:

info@vistahigherlearning.com



Digitally signed
by Jon Aram
Date: 2023.04.05
14:50:31 -04'00'

Vista Higher Learning takes concerns about privacy and use of personal information seriously, and will reply as quickly as reasonably possible to any report of concern.

Last Updated 1/15/2020

Effective Date 1/1/2020



VISTA

Vista Higher Learning

- [About us](#)
- [News and Events](#)
- [Store](#)

Support

- [Technical Support](#)
- [Submit a help request](#)
- [Accessibility](#)

© 2023 VISTA Higher Learning, Inc. | [Privacy policy](#) | [Terms of use](#)



March 22, 2023

Mr. Vincent Suber
Wadsworth High School
625 Broad Street
Wadsworth, OH 44281

Dear Mr. Suber:

Thank you for allowing College Now to serve your students and families in the 2023-2024 school year. It is a pleasure for us to work with you and your staff to enable your students to achieve their postsecondary goals and begin rewarding careers after high school. We provide students and families career and college access and advising, financial aid counseling, and scholarship services.

We are proud to be a lead partner with Greater Cleveland Career Consortium to provide more career planning and exploration starting next year, and in the years ahead.

Like most organizations, we encountered staffing challenges this year. We believe we have reached stability and expect to maintain it moving forward. As we plan for the coming academic year, we anticipate fewer staffing changes and our continued high-quality delivery of services.

Attached you will find our contract for 2023-2024 academic year. Due to rising economic costs post covid, please note that for the first time in seven years, we have increased our daily rate from \$450 to \$500.

Please return the signed contract by April 15, 2023, by using the PDF Signature Approval Form. This will be sent from Marley Wilder.

We will follow up in the next few days to ensure that you have received these materials. Thank you for the opportunity to serve your students and families, and we look forward to our continued relationship.

Sincerely,

Lauren Seymour
Director, Advising Programs and Services

Nancy Dunn
Manager, Advising Programs and Services

Shannon Blaha
Manager, Advising Programs and Services



This report has been created by College Now to share the direct services provided to your school as well as any outside of school activities that your students have participated in with College Now. This report includes all data entered by the College Now team for your school. All data below reflects students served during the dates listed above in the reporting period only.

SERVICE SUMMARY			
Number of students participating in different types of sessions with College Now			
	Individual Advising Sessions	Group or Classroom Workshops	Total Number of Students Served*
9 th grade	0	0	0 (0)
10 th grade	0	0	0 (0)
11 th grade	1	0	1 (1)
12 th grade	17	55	65 (13)
Total	18	55	66 (14)

Numbers in () represent participating parents or family members in any type of session with College Now.

SENIOR FAFSA COMPLETION SUMMARY		
# / % of students who have completed the FAFSA, as of (10/28/2022)		
SENIOR ENROLLMENT	2021-2022 YTD	2022-2023 YTD
378	68/21%	86/23%

Note: #/% is calculated based on enrollment at the time of roster submission to College Now and may or may not be accurate as of report date. The raw number of FAFSA completers, however, is provided via reports from the Department of Federal Student Aid.

College Now offers a variety of afterschool and out-of-school time programming throughout the year that students may opt to participate. Check with your College Now advisor about upcoming registration opportunities.

PROGRAM PARTICIPATION (# of students currently participating in other College Now programs): 0



This report has been created by College Now to share the direct services provided to your school as well as any outside of school activities that your students have participated in with College Now. This report includes all data entered by the College Now team for your school. All data below reflects students served during the dates listed above in the reporting period only.

SERVICE SUMMARY			
Number of students participating in different types of sessions with College Now			
	Individual Advising Sessions	Group or Classroom Workshops	Total Number of Students Served*
9th grade	0	0	0 (0)
10th grade	0	0	0 (0)
11th grade	2	2	4 (1)
12th grade	43	53	82 (15)
Total	45	55	86 (16)

Numbers in () represent participating parents or family members in any type of session with College Now.

SENIOR FAFSA COMPLETION SUMMARY		
# / % of students who have completed the FAFSA, as of (1/13/2023)		
SENIOR ENROLLMENT	2021-2022 YTD	2022-2023 YTD
379	150/46%	172/45%

Note: #/% is calculated based on enrollment at the time of roster submission to College Now and may or may not be accurate as of report date. The raw number of FAFSA completers, however, is provided via reports from the Department of Federal Student Aid.

College Now offers a variety of afterschool and out-of-school time programming throughout the year that students may opt to participate. Check with your College Now advisor about upcoming registration opportunities.

PROGRAM PARTICIPATION (# of students currently participating in other College Now programs): **0**



**Memorandum of Understanding Between
College Now Greater Cleveland
And
Wadsworth High School
2023-2024 School Year**

I. Background

The mission of College Now Greater Cleveland (COLLEGE NOW) is to increase college attainment through college and career access advising, financial aid counseling, and scholarship and retention services. For over 50 years, our goal has been to help students pursue educational opportunities that empower them to embark on rewarding careers and strengthen our community.

II. Purpose and Scope

The purpose of this Memorandum of Understanding (MOU) is to clearly define the roles and responsibilities of each party as it relates to: (1) an Advising Plan for advising Wadsworth High School students and their parents; (2) a plan for data exchange; (3) a plan to make Wadsworth High School personnel aware of COLLEGE NOW services; (4) a plan to provide space and resources for the on-site COLLEGE NOW advisor; (5) a plan to recommend Wadsworth High School seniors for scholarships from COLLEGE NOW, provided that funding is available; and (6) a plan to evaluate the COLLEGE NOW advisor and services provided. This MOU is intended to provide a written acknowledgement of collaboration between the organizations.

III. Definitions

For the purposes of this MOU,

1. STUDENT shall refer to a student who is enrolled in Wadsworth High School, unless Wadsworth High School informs COLLEGE NOW otherwise.
2. ADVISING SERVICES are any services selected on the attached Menu of Advising Services that Wadsworth High School contracts with COLLEGE NOW to provide as part of the Advising Plan.
3. A DAY OF SERVICE equals 7 hours. A HALF DAY OF SERVICE equals 3.5 hours.
4. DATA includes any student information such as demographic information, cumulative grade point averages, ACT/SAT scores, and expected year of graduation.

IV. COLLEGE NOW Responsibilities under this MOU

1. COLLEGE NOW Advisor will be available to speak with staff on issues of the college going process.
2. COLLEGE NOW will provide a trained college access Advisor for the amount of time requested by Wadsworth High School in no less than half day increments. Evening presentations count as half days.
3. COLLEGE NOW Advisor will provide three principal services: advising, financial aid, and scholarship services, as well as, or as specifically stipulated by the additional services indicated by Wadsworth High School on the attached Menu of Advising Services, or in subsequent conversations with COLLEGE NOW.
4. COLLEGE NOW will provide its Advisor with a cell phone number, laptop computer, and printer.
5. COLLEGE NOW will send a semi-annual evaluation to the designated Wadsworth High School counselor asking for feedback about COLLEGE NOW services. The feedback from these evaluations is used for customer service, training, professional development, and performance evaluation purposes.
6. COLLEGE NOW Advisor will recommend seniors for COLLEGE NOW scholarships, when funding is available.
7. As part of the data exchange, referred to Paragraph VI and the "Data Exchange Addendum" to this MOU, COLLEGE NOW will submit names of Wadsworth High School students who were served by the COLLEGE NOW Advisor to the National Student Clearinghouse in order to obtain post-secondary enrollment information. COLLEGE NOW is FERPA compliant (see explanation for details).
8. COLLEGE NOW will provide a year-end summary of services provided, students served, and COLLEGE NOW scholarship(s) awarded students (if applicable) to Wadsworth High School.

V. School Responsibilities under this MOU

1. Wadsworth High School will provide working space and internet access.
2. Wadsworth High School will provide access to a copy machine to be used only in the servicing of students' needs.
3. Wadsworth High School will publicize COLLEGE NOW services at the school and make all reasonable attempts to ensure access to students.

VI. Data Requirements

Wadsworth High School will, by the first week your advisor begins serving your school, and again by January 31st, provide an electronic student data roster of 11 & 12 grade students consisting of student name, student identifier(s), contact information and address, date of birth, grade level, GPA, and ACT/SAT scores. The student data should be submitted securely via encrypted email to rosters@collegenowgc.org or through another electronic file-sharing solution (see FERPA explanation for details).

Fields bolded in College Now's data request template are required; without them, we are unable to import and track student information in our data system. Remaining fields are of particular importance for serving students based on their individual postsecondary needs as well as program eligibility. In addition, contact information (phone, email and address) allows advisors to best serve students in a remote environment. Not including bolded required student information at a minimum (middle schools exempted for GPA & test score information) may result in a premium rate for services.

COLLEGE NOW Advisors rely on accurate and timely rosters to maximize service opportunities to students. It is critical to our success that this information is received in advance of Advisors arriving in schools to serve students. **Data received after the deadlines noted above may jeopardize the efficiency and effectiveness of the Advisor's work.** The "Data Exchange Addendum" is required and is made a part of this MOU.

VII. Advising Plan

COLLEGE NOW will provide the services indicated by Wadsworth High School on the Advising Plan Appendix, which is required and is made a part of this MOU. Selection may warrant a conversation about adjusting the specific services requested to accommodate the number of service days requested, or about increasing the number of COLLEGE NOW service days requested in order to accommodate the selection of services.

VIII. Personnel Background Check

All COLLEGE NOW Advisors have undergone drug and background screenings.

IX. Reporting Responsibilities

COLLEGE NOW agrees to report to Wadsworth High School authorities any suspected child abuse or neglect as these terms are defined under Ohio Revised Code 2151.03 that jeopardizes the physical and/or emotional well-being of a student.

X. Indemnification and Hold Harmless

COLLEGE NOW agrees to indemnify, defend, and hold harmless Wadsworth High School, all of its members, officers, employees, and agents from and against any and all liability (whether real or asserted) claims, demands expenses, costs (including legal fees), and causes of action of any nature whatsoever for personal and bodily injury or death of persons or damage or destruction of property which may result from and arise out of the negligence or intentional misconduct of COLLEGE NOW, its employees, officers, agents, subcontractors, or interns screened, selected and/or trained by Contractor, in the performance of this MOU. The High School or its District reserves the right to use counsel of its own choosing, at its own expense, regarding any such claim for which indemnification and defense is sought. This indemnification obligation shall survive the term of this MOU.

XI. Independent Contractor

COLLEGE NOW and Wadsworth High School acknowledge and agree that COLLEGE NOW is an independent contractor and has no authority to bind Wadsworth High School or otherwise act as a representative of Wadsworth High School. COLLEGE NOW shall retain the right to exercise full control and supervision over its employees, compensation, and discharge, and agrees to be solely responsible for all matters relating to its employees, including, but not limited to, compliance with social security, withholding, workers' compensation, and all other regulations governing such employment matters.

XII. Confidentiality/Ownership

COLLEGE NOW agrees that all financial, statistical, proprietary, or student information provided by Wadsworth High School or any information that COLLEGE NOW may acquire, directly or indirectly which relates to Wadsworth High School will be kept confidential and not used by or released to any third party or parties without the prior written consent of Wadsworth High School. COLLEGE NOW further agrees that any written material (e.g., report, study, etc.) Developed for Wadsworth High School and all rights, title and interest therein shall belong exclusively to Wadsworth High School. Wadsworth High School shall be entitled to obtain copyright or any similar such protection for any deliverables furnished by COLLEGE NOW hereunder and that any such material is considered a "work-for-hire."

XIII. MOU Modification and Termination

It is mutually understood and agreed by and between the parties that:

1. This agreement may be modified by mutual agreement of COLLEGE NOW and Wadsworth High School.
2. This agreement will be revisited each spring in preparation for the upcoming academic year.
3. This agreement may be suspended in the event of delinquency in payment.

XIV. COLLEGE NOW and Wadsworth High School Contacts:

College Now Greater Cleveland	Wadsworth High School
Lee Friedman Chief Executive Officer 216-241-5587 lfriedman@collegenowgc.org	Principal: Vincent Suber Principal 330-335-1400 vsuber@wadsworthschools.org
Lauren Seymour Director, Advising Programs & Services 216-635-0137 lseymour@collegenowgc.org	Billing: Treasurer's Office Wadsworth City Schools 330-335-1303 invoices@wadsworthschools.org
Nancy Dunn Manager, Advising Programs & Services 216-635-0135 ndunn@collegenowgc.org Shannon Blaha Manager, Advising Programs & Services 216-329-9528 sblaha@collegenowgc.org	School Counselor: Carly DiPaolo 330-335-1386 cdipaolo@wadsworthschools.org
Cynthia Boncella Senior Director of Data Services 216-635-0449 cboncella@collegenowgc.org	IT Contact: Phil Luthman Technology Director 330-335-1406 pluthman@wadsworthschools.org
Tax ID Number: 34-6580096	

XV. Term and Payment

This agreement takes effect on August 24, 2023 and ends on June 3, 2024. Preferred starting date as arranged with Wadsworth High School staff.

Wadsworth High School requests 15 days of COLLEGE NOW services (15 day minimum) and will:

☒ Submit Complete Student Data Roster Daily Rate is \$500.00	OR	☐ Not Submit Complete Student Data Roster Daily Rate is \$575.00
--	-----------	---

Daily Rate \$500 x 15 Days of Service equals the Total Contract amount of \$7500.

If College Now's services will be paid as an auxiliary service via another party, e.g., by your local school district, please provide College Now with a copy of the Vendor Contract between the school and the Payor for our accounting department's records.

COLLEGE NOW invoices in September for the total amount due. Checks should be made payable to College Now Greater Cleveland, Inc. And mailed to COLLEGE NOW at Post Office Plaza, 1500 West 3rd Street, Suite 125 Cleveland, OH 44113 within 30 days.

COLLEGE NOW reserves the right to suspend services in the event of delinquency of payment.

XVI. Effective Date and Signatures

This 2023-2024 School Year MOU shall be in effect upon the signatures of the organizations' authorized officials. Agreement is indicated by the signatures and dates below:

COLLEGE NOW Authorizing	Official Title	Wadsworth High School Authorizing	Official Title	Date
Lee Friedman	CEO			



College Now
Greater Cleveland

DATA EXCHANGE APPENDIX

2023-2024 School Year

College Now Greater Cleveland and Wadsworth High School

COLLEGE NOW and FERPA

Part of the COLLEGE NOW advisor's job is to track the services provided to the students within a school. As you may imagine, this is a large part of the job and can require a fair amount of time. It is necessary however, for several reasons:

- College Now is a non-profit organization and we rely on grant and donor funding for a large part of our budget and the ability to offer our services at a subsidized rate. As a result, we need to report to our funders aggregate (not student-level) data about our advising work.
- College Now continually works to improve services, achieve outcomes, and maximize effort at the lowest cost using collected data from our services.
- College Now subscribes to the National Student Clearinghouse (NSC) to obtain persistence and graduation rates for the students we work with. To receive accurate data from NSC, we must have accurate student data.
- The ability to reduce data entry time increases our ability to serve more students and families.
- Periodically, College Now will provide a report to you about our advising work in your school. We want that report to provide a complete picture of all the work we have done with your students. Data allows us to provide a more comprehensive college and career readiness analysis.
- College Now Advisors rely on accurate and timely rosters to maximize service opportunities to students. It is critical to our success that this information is received in advance of Advisors arriving in schools to serve students. Data received after the first week of the Advisors arrival in your school and/or January 31st may jeopardize the efficiency and effectiveness of the Advisor's work.

What Is FERPA?

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students." Full text of FERPA is located here: <http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. **However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):**
 - School officials with legitimate educational interest;
 - Other schools to which a student is transferring;
 - Specified officials for audit or evaluation purposes;
 - **Appropriate parties in connection with financial aid to a student;**
 - Organizations conducting certain studies for or on behalf of the school;
 - Accrediting organizations;
 - To comply with a judicial order or lawfully issued subpoena;
 - Appropriate officials in cases of health and safety emergencies; and
 - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Per the MOU we are requesting an electronic student data set that conforms to our template be transmitted to our data team. The majority of the information collected qualifies as directory information and is not subject to FERPA guidelines. Additionally, **per the legislative text above, College Now is a qualifying organization to receive, transmit, and securely handle your student-level data.** If you have any questions, please contact College Now's Senior Director of Data Services, Cynthia Boncella at cboncella@collegenowgc.org. Thank you.

COLLEGE NOW Data Requirements
(as outlined in Article VI of the MOU)

Wadsworth High School will, by the first week your advisor begins serving your school, and again by January 31st, provide an electronic student data roster of 11 & 12 grade students consisting of student names, addresses, dates of birth, grade levels, GPAs, and ACT/SAT test scores. The student data roster can be emailed to rosters@collegenowgc.org (see FERPA explanation for details).

Listed below are the contacts who will coordinate the data exchange on behalf of COLLEGE NOW and Wadsworth High School

COLLEGE NOW Data Exchange Contact	Wadsworth High School Data Exchange Contact
Cynthia Boncella Senior Director of Data Services 216-635-0449 cboncella@collegenowgc.org	Carly DiPaolo School Counselor 330-335-1386 cdipaolo@wadsworthschools.org

COLLEGE NOW Authorizing	Official Title	Wadsworth High School Authorizing	Official Title	Date
Lee Friedman	CEO			



ADVISING PLAN APPENDIX 2023-2024 School Year

This appendix is made to the Memorandum of Understanding (MOU) Between College Now Greater Cleveland and Wadsworth High School

COLLEGE NOW Advisor will provide the services indicated by Wadsworth High School on this Advising Plan. The school's selection may warrant a conversation about adjusting the specific services selected to accommodate the number of service days requested, or about increasing the number of COLLEGE NOW service days requested in order to accommodate the selection of services.

Please check off the services requested and return with signed Memorandum of Understanding

Please see the attached Reference Guide to College and Career Readiness Curricular Workshops to see the workshops that we might provide as group presentations as part of the selected advising services. You may also select specific workshops that you want included.

15 days of COLLEGE NOW services (15 day minimum)

Career Exploration: Grade levels 9 ____ 10 ____ 11 ☒ 12 ☒

- ☒ **Career planning & exploration:** Using online planning tools to discover each student's best fit careers, and match to postsecondary education pathways. This may include using COLLEGE NOW's MAP (Managing Advancement Programs), a searchable database of available postsecondary training opportunities that lead to living wage employment. The use of MAP requires the completion of the "Managing Advancement Programs (MAP) Partner Agreement".

Postsecondary Test Preparation & Registration: Grade levels 9 ____ 10 ____ 11 ____ 12 ____

- ☐ **ACT/SAT introduction:** Explanation of college entrance exams and their importance for admissions and scholarships
- ☐ **ACT/SAT preparation:** Demonstration of resources available to prepare for the tests, as well as explaining test-taking strategies
- ☐ **ACT/SAT registration:** Assisting with test registration for national dates (using fee waivers when applicable)

College Exploration, Application, & Enrollment: Grade levels 9 ____ 10 ____ 11 ☒ 12 ☒

- ☐ **College search & exploration:** Using online planning tools to discover each student's target list of best fit colleges
- ☒ **College planning:** Understanding the college application process, including deadlines and document requirements
- ☒ **College applications:** Assistance in starting and completing college applications (using fee waivers when applicable)
- ☒ **College essays:** Assistance in college essay writing, editing, and review
- ☒ **College enrollment:** Assistance in selecting an institution and understanding the enrollment process, including paying deposits (using fee waivers when applicable) and registering for orientation and/or summer bridge programming

College Affordability: Grade levels 9 ____ 10 ____ 11 ____ 12 ☒

- ☒ **Financial literacy:** Understanding various terms related to financial aid, including grants, loans, and interest rates
- ☒ **FAFSA planning:** Preparing to complete the FAFSA, including creation of FSA ids and gathering of required tax documents
- ☒ **Financial aid applications:** Assistance with starting and completing financial aid applications, including FAFSA and CSS Profile
- ☒ **Verification & special circumstances:** Assisting the student when additional steps are required to receive financial aid
- ☒ **Award letter comparison:** Understanding the differences and similarities between each financial aid package

Scholarship Services: Grade levels 9 ____ 10 ____ 11 ☒ 12 ☒

- ☒ **Scholarship searching:** Understanding the best resources and locations to search for scholarships
- ☒ **Scholarship essays:** Assistance in scholarship essay writing, editing, and review
- ☒ **College Now Scholarships:** Assist in the application process for College Now Scholarships, provided funding is available

Special Programs included with in-school advising services: Grade levels 9 ____, 10 ____, 11 ____, 12 ____

- ☐ **Senior Parent Night:** After school hours presentation by advisor on the senior year timeline, including the necessary steps to apply for college and financial aid
- ☐ **Junior Parent Night:** After school hours presentation by advisor on how parents can prepare for any postsecondary-related activities, including understanding testing deadlines and the senior year timeline
- ☐ **College Affordability Night:** After school hours presentation by advisor on financial aid terminology and application deadlines, including grants, loans, common issues, and scholarship resources
- ☐ **FAFSA Workshop:** One-on-one assistance after school hours for students and families to complete all components of the FAFSA with a College Now advisor
- ☒ **Transition to College Program:** In-school opportunity for seniors to dialogue with current college students on their personal challenges, opportunities, and experiences of transitioning from high school to pursuing postsecondary education

Additional Program Offerings:

- ☐ **Additional FAFSA Workshops:** \$450.00 for an additional 2 hours for FAFSA workshops during after school hours, or \$675.00 for a 3-hour Saturday workshop. We'll bring a team of at least two advisors to host additional after school or Saturday workshops.
Number of additional after school FAFSA Workshops requested: ____
Number of Saturday FAFSA Workshops requested: ____
- ☐ **College and Career Visits:** Up to \$2,500 for a day trip to include round-trip transportation and cost of food for up to 40 individuals, with a possible increase in cost to account for increased costs in transportation and campus meals, per prior written approval.
Number of visits requested: ____
- ☐ **ACT or SAT Boot Camps:**
Full Boot Camp: \$3,000 for 16 hours of intensive curriculum-driven test preparation for a group of up to 25 students
Number of full boot camps requested: ____
Mini Boot Camp: \$1800 for 8 hours of intensive curriculum-driven test preparation for a group of up to 25 students
Number of mini boot camps requested: ____

Additional Data, System and Research Services:

- ☐ **National Student Clearinghouse (NSC) Student Tracker overview:** Up to one (1) hour included in your contract when the National Student Clearinghouse Student Tracker return packet is shared with College Now. Includes review and explanation of NSC reports to district staff.

Pricing for the following services is determined based on project scope:

- ☐ **National Student Clearinghouse (NSC) analysis:** Work with district staff, stakeholders, and the school's raw NSC data to conduct a deeper analysis of student outcomes using NSC data to help you draw conclusions from the data. *For example, do students that take advantage of a school program enroll in postsecondary education at a higher rate than their peers?*
- ☐ **National Student Clearinghouse (NSC) implementation or assistance:** Work with district staff to set up National Student Clearinghouse account, troubleshoot file creation, upload or retrieval.
- ☐ **Naviance implementation or assistance:** Work with district staff on Naviance technical issues, scope and sequence implementation or staff training.

Please reach out to Cynthia Boncella, Senior Director of Data Services to discuss your project scope and pricing at cboncella@collegenowgc.org 216-635-0449.

COLLEGE NOW Authorizing	Official Title	Wadsworth High School Authorizing	Official Title	Date
Lee Friedman	CEO			



College Now
Greater Cleveland

GUIDE TO COLLEGE and CAREER READINESS CURRICULAR WORKSHOPS

College Now's College and Career Readiness Curriculum is an engaging, hands-on series of workshops designed to prepare students of all grade levels for the postsecondary planning process, with topics ranging from academic readiness and goal setting to financial literacy and college applications. Workshop content is delivered in specified grade-levels based on best practice research and is revised annually to ensure content remains relevant and applicable to all intended audiences.

Note: Total workshops includes delivery of all grade-level content. Fewer workshops may be delivered if only specific topics are preferred. Also, some of the workshops may be appropriate for other grade-levels.

9th Grade:

- Development of various academic success skills such as learning styles & time management
- Understanding of various education levels & socioeconomic lifestyles through creating budgets
- Exploration of career clusters through salary requirements, education levels, & job outlook
- Introduction of high school academic concepts such as GPA & rigorous curriculum
- Introduction of vocabulary terms around college and career exploration
- Establishing a growth versus fixed mindset in academic and professional SMART goal setting
- Foundations of financial literacy concepts such as saving, checks, and balances
- Total workshops: 12

10th Grade:

- Understanding the financial & social benefits of going to college
- Linking academic majors, the colleges that offer them, and the careers that require them
- Exploration of in-demand careers of Northeast Ohio
- Learning time management skills and how to use learning styles for better study habits
- Understanding financial literacy and how students can setup a budget
- Beginning the college search process, including exploring the different types of colleges, how academics relate to college & scholarship applications, and the types of postsecondary tests that are required for admission
- Learning how to develop hard & soft skills both in & outside the classroom
- Total workshops: 12

11th Grade:

- Begin junior-level steps in the postsecondary planning process, including postsecondary test preparation, improving study skills, and test score review
- Creating a professional resume, how to communicate professionally with those in various industries & careers, & why professionalism is important
- Exploration of how personality types can impact / influence career fit
- Introduction of online scholarship databases
- Comparison of college characteristics and factors in the college search process
- Introduction to financial aid vocabulary
- Total workshops: 12

12th Grade:

- Begin senior-level steps in the postsecondary planning process, including submission of college, financial aid, and scholarship applications
- How to complete the FAFSA, and understanding how to receive the different types of financial aid such as loans, grants, and scholarships
- Understanding college admissions decisions & financial aid award letters, and how to choose a best-fit college
- Skills development related to obtaining a job, maintaining employment, and work-life balance
- Socially, emotionally, and academically making a successful transition to college
- Total workshops: 11

Connection Education Services Inc.

Leap Program - Central Office

166 Second Street NW, Barberton Ohio 44203

Phone: (234) 678-5488 Fax: (234) 678-5489 Website: www.theleaprogram.net

Day Treatment-Purchase Service Agreement

2023/2024 School Year

THIS AGREEMENT is entered into between the Wadsworth School District (hereafter "Placing District") and **Connection Education Services Inc.**, a special needs education company, for the sole purpose of providing education services in accordance with placement at the "Leap Program".

WHEREAS, Ohio Revised Code 3323.08 authorizes a district to place a child in a private school or private residential treatment center.

WHEREAS, Students identified and referred by Wadsworth Schools will be attending Connection Education Services, Inc. "Leap Program".

THE PARTIES AGREE AS FOLLOWS:

The Placing District will pay Connection Education Services Inc. a per diem rate of **\$155** per student, after services rendered, including teacher in service and calamity days.

1. Connection Education Services Inc. and the Placing District agree to exchange all relevant records pertaining to the identified student, including but not limited to Multifactorial Evaluation, re-evaluations, current and past IEP's, report cards, progress reports, transcripts, assessments, discipline records, and any other information/ records needed for Connection Educational Services Inc. and/or their placing school district to fulfill their educational obligations to the above identified student.
2. The Placing District will have access to the above-identified student's education records for the purpose of monitoring the students' educational progress. At minimum, Connection Education Services Inc. will provide any changed and or/updated IEP information, student attendance, Discipline records, assessment data, interim progress monitoring and other relevant information on a quarterly basis to the above named district contact.
3. The term of this agreement will not exceed one (1) year and will automatically expire at the end of the 2023/2024 school year (5/29/24).
4. In the event the students educational needs are no longer the responsibility of the above named placing school district, the parties respective obligations under this agreement for the student above will cease as of the last day the student is attending the Leap Program, providing the Placing District notifies Connection Education Services Inc. in writing Ten (10) Business days prior this event.

Advance quarterly payment will be refunded to the school district provided ten day notification provision falls within the first 30 quarterly days of the above named quarter excluding the per diem rate calculated based on number of days student attends within the quarter. Program credit may be issued and applied to other students at the request of the Placing District in place of a refund.

5. Connection Education Services Inc. acknowledges and agrees the above identified students will not be considered "enrolled" in the Leap Program for the purpose of average daily membership or federal or state funding and the above identified student will be enrolled with the above identified Placing District.
6. Connection Education Services Inc. and Placing District will collaborate on the development of an IEP acceptable to all IEP team members and parties.
7. Connection Education Services Inc. reserves the right to take immediate action, without district permission, in situations where a student, by act or omission, poses a risk of injury, harm or other danger to him/herself or others. Such action may include, but is not limited to immediate dismissal from Connection Education Services Inc. Leap Program, emergency referral to psychiatric or other institutional healthcare providers, and/or securing assistance from local law enforcement authorities. The Placing District will be promptly informed of such an event.
8. Additional Services, ie: Speech Therapy, Occupational Therapy and Physical Therapy will be provided by an outside agency that will be invoiced separately, *when the cost has been pre-approved by the Placing District.* *ms 4/19/2023*

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year indicated below.

Placing District Representative: _____ Date: ____/____/____

Connection Education Services Inc.
George C. Linberger, Program Director, Co-Founder



Date: 4/5/23

Please return signed contract to
LEAP Central Office
166 2nd Street NW
Barberton, Ohio 44203 or email to


LEAP 2023/2024 School Calendar

August 2023

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

Student Days - 13
 9th - New Staff in Service
 10th - 14th Teacher-in-Service
 15th - First Day of School for Students

September 2023

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Student Days - 20
 4th - No School- Labor Day

October 2023

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

Student Days - 22
 17th - End of 1st Quarter
 20th - No School-Teacher-in-Service

November 2023

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Student Days - 19
 22nd - 1/2 DAY Dismissal at 11:00 AM
 23rd - 27th - No School - Thanksgiving Break

Grading Periods

1st - 8/15 to 10/17- 45 Days
 2nd - 10/18 to 1/10- 46 Days
 3rd - 1/11 to 3/15- 45 Days
 4th - 3/18 to 5/29 - 46 Days

½ Day Dismissal is 11:00 AM

December 2023

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Student Days - 14
 21st to 29th - No School- Winter Break

January 2024

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Student Days - 17
 1st to 5th No School Winter Break
 8th - School Resumes
 10th - End of 2nd Quarter
 15th - No School - MLK Day

February 2024

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

Student Days - 20
 16th - No School- Teacher-in-Service
 19th - No School - President's Day

March 2024

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Student Days - 20
 8th - No School - Teacher-in-Service/
 15th - End of 3rd Quarter
 29th - No School- Spring Break Begins

Total Student Days 182
Total Teacher Days 187

School Hours
 8:00am to 2:00pm

April 2024

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Student Days - 17
 1st - 5th - No School - Spring Break
 8th - School Resumes

May 2024

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

Student Days - 20
 10th -Teacher-in-Service-No School
 27th - Memorial Day- No School
 29th - Last Day for Students
 30th & 31st - Teacher-in-Service

June 2024

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

Extended School Year - TBA

July 2024

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

Extended School Year - TBA

SNOW and SEVERE WEATHER CANCELLATIONS:
 Check Local Channels for your County.



CONSULTANT AGREEMENT

This Consultant Agreement ("Agreement") is entered into this July 1, 2023 (the "Effective Date") by and between Total Education Solutions ("TES") and Wadsworth City School District, with reference to the following facts:

A. TES engages in the business of provision of program and management services to for-profit and non-profit social service agencies.

B. TES will provide special education services, one on one assistant, therapeutic services as well as direct services per student as requested.

In consideration of the promises and the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

1. COMMENCEMENT DATE AND TERM

This agreement shall commence on July 1, 2023 and continue until June 30, 2024 unless sooner terminated as provided in Section 5 below.

2. SCOPE OF SERVICES

TES agrees to provide consulting services with respect to the Project. Such services shall include all of the services and functions set forth on Exhibit "A" (Services). All Services shall be performed by TES and at the expense of Wadsworth City Schools. Any additional charges must first be approved by Wadsworth City Schools.

(a) TES represents and warrants that staff meet the qualifications of the Ohio Department of Education as well as OT/PT Board, ASHA and the Ohio Psychology Board.

b) TES expressly acknowledges and agrees that any documents or materials developed by or on behalf of school district and in the course of fulfilling TES's obligations hereunder the terms of this Agreement shall remain the property of TES and may not be used by the school district for any purpose other than fulfilling TES's Obligations under this Agreement. Upon the earlier of cessation of work for TES or expiration of termination for any reason of this Agreement, shall promptly return to TES all materials prepared by Consultant in the course of providing the Services in Contractor's actual or constructive possession and/or those materials which relate to the Project.

3. COMPENSATION AND METHOD OF PAYMENT

In consideration for the Services, Wadsworth City School District agrees to compensate TES in the amount and manner set forth on Exhibit "B" (Compensation for Services).

4. INSURANCE

Both parties (School District and TES) shall maintain throughout the term hereof, and all renewals

and extensions hereof:

(a) General liability insurance covering all activities of TES in performance of Consultant's obligations under this Agreement with coverage of not less than One Million Dollars (\$1,000,000) for any incident, and Three Million Dollars (\$3,000,000) annual aggregate.

(b) Worker's compensation insurance will be covered through TES.

5. TERMINATION

Either party may terminate this Agreement without cause, at any time, upon not less than thirty (30) days prior written notice.

6. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between TES and School District as a result of this Agreement is strictly that of independent contractors. Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the parties. Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's compensation insurance with respect to all personnel employed or contracted by such parties. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

7. CONFIDENTIALITY AND SOLICITATION

School District acknowledges that TES's independent contractors and employees are valuable and unique assets of TES's business, with special knowledge of TES's professional and trade secrets and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, the (a) non-public preferences and policies, methods of and skills in negotiating and making decisions, and particular professional and personal strengths, weakness and needs of TES and each of its employees and other agents, (b) the identity of and nonpublic preferences and policies of clients of TES. In light of these facts, Consultant agrees that during the term of this Agreement or at any time within twenty four (24) months after termination of this Agreement (or extensions or renewals thereof, whether or not amended or modified in any way), neither Consultant, nor any employee, independent contractor, partner or other agent of Consultant will:

a) Approach, suggest, intimate or otherwise initiate, directly or indirectly, any contact with any employee of TES regarding the possibility of employment or any other affiliation with School District;

b) Induce or attempt to induce any assigned client of TES to curtail or cancel its business with Company, or approach, suggest intimate or otherwise initiate directly or indirectly any contact with any assigned client of TES regarding the possibility of performing, directly or indirectly, services for such assigned client which are similar to the services provided by TES.

[Handwritten signature]
9/9/2023

8. MISCELLANEOUS

a) No Third Party Beneficiaries. The parties intend that the benefits of this Agreement shall inure only to TES and Client and not to any third person.

b) Entire Agreement. This Agreement, together with all appendices hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, supersedes all other and prior agreements on the same subject, whether written or oral, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof.

c) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. School District's services may not be delegated by Consultant without the express prior written consent of TES, provided that Consultant may, at Consultant's sole expense, employ or retain the services of such other person(s) and/or entity(ies) to aid or assist Consultant in the proper performance of Consultant's duties under this Agreement. As used in this Agreement, the term "Consultant" shall also include any and all such person(s) employed, engaged and/or retained by Consultant, as

applicable.

d) Counterparts. This Agreement, and any amendments thereto, may be executed in counterparts, each of which shall constitute an original document, but which together shall constitute one and the same instrument.

e) Headings. The section headings contained in this Agreement are inserted for convenience only and shall not effect in any way the meaning or interpretation of this Agreement.

f) Notices. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery or delivery by electronic facsimile; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing:

If to TES: Total Education Solutions
3428 W. Market St.
Fairlawn, Ohio 44333
Attention: Tawnia Novak
Telephone: 330-668-4041

If to Client: Wadsworth City School District
524 Broad Street
Wadsworth, OH 44281
Attention: Joyce Walker
Telephone: 330-335-1316

g) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

h) Amendment. This Agreement may be amended at any time by agreement of the parties, provided that any amendment shall be in writing and executed by both parties.

i) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nevertheless continue in full force and effect, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.

j) Survivability. The provisions of paragraphs 2(b), 2(c), 6, 7, 8, and 9 shall survive termination of this Agreement.

k) Further Assurances. The parties shall take such actions and execute and deliver such further documentation as may reasonably be required in order to give effect to the transactions contemplated by this Agreement and the intentions of the parties hereto.

TOTAL EDUCATION SOLUTIONS, INC.,
a California corporation

By: _____
Tawnia R. Novak

Wadsworth City School District

By: _____

Print Name: _____

Title: _____

TES to provide supervision, special education services, related services in accordance with the requirements of ODE.

Exhibit "B"

Compensation for TES Academy Services

July 1, 2023 – June 30, 2024 annual fee per student: \$86,564.00. This includes special education services, one on one aide, parent meetings, data collection, IEP writing, progress reporting and related services. Consultant must provide all materials and equipment necessary to perform such services if required by IEP team. In addition, BCBA services may be utilized at \$95 per hour, not to exceed \$9,880.00 per student. If student does not attend for summer months, the district will NOT be billed for that time.

(i) TES shall keep contemporaneous records of the time spent providing Services.

(ii) Within ten (10) business days of the last day of each month during the term of this Agreement, Consultant shall submit invoice for Services, accompanied by true and complete copies of the time records (including billing hour summaries) required by (i) above. Each invoice so delivered shall be due and payable in full to TES within thirty (30) calendar days, subject to paragraph (iii) below.

(iii) If TES has a bona fide, good faith dispute with respect to whether a particular Service identified in an invoice delivered by Consultant hereunder was actually provided in accordance with the terms of this Agreement, TES shall give written notice to school district describing such dispute in reasonable detail, within thirty (30) calendar days of the date of such invoice, accompanied by payment in full of all amounts shown on such invoice that are not the subject of the dispute(s) described on such notice. TES and school district shall use their best reasonable good faith efforts to resolve such dispute within the thirty (30) calendar day period following such notice. If such dispute cannot be resolved within such thirty (30) day period, TES shall have cause to terminate this Agreement on not less than ten (10) business days' notice.

ADDENDUM: Student [REDACTED] has been attending TES Academy receiving intensive ABA services. since [REDACTED] [REDACTED] The team agrees that a less restrictive environment is now more appropriate and he will begin transitioning into a classroom setting at TES Academy over the summer, with full participation anticipated by the first day of school, August 23, 2023