

Table of Contents

7.6.2023 Special BOE Mtg. Agenda

Resume (Thora Reagan)

Resume (Chelsea Bischof)

Resume (Maria Sibbio)

Independent Contractor Agreement (Cross Thread Solutions, LLC)

Ohio Energy-Star Compliant Home Program (Dominion Energy)

Akron Children's Hospital (Master School Partnership Agreement)

Wilson Language Documents

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

SPECIAL MEETING

THURSDAY, JULY 6, 2023, 5:45 P.M.

NEW INTERMEDIATE SCHOOL CONSTRUCTION SITE

(675 BROAD ST. - PARKING AVAILABLE IN THE WHS STUDENT LOT AT 625 BROAD ST.)

AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

IV. Administrative Discussion Items, Presentations, and Updates

A. High School Carpentry Program Textbook Adoption

V. Administrative Items

A. Personnel Consent Items

1. Resignations

a) Tina Slankard, Non-teaching Employee, eff. 7/3/2023

2. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2023-2024 school year, with a license effective date of July 1, 2023, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the board.)

a) Classified Substitutes

(1) Sherri Moore

b) Certified Employees

- (1) Thora Reagan
- (2) Chelsea Bischof
- (3) Maria Sibbio
- (4) Wendy Turocy

c) Supplemental Contracts

- (1) Kim Crookston, ESY, eff. 6/12/2023
- (2) Hanna Mashek, ESY, eff. 7/10/2023

3. Recommendation to approve unpaid leave for Ginger Hawanchak for the 2023-2024 school year

B. Action Consent Items

1. Recommendation to approve the sale of a used school bus to the Medina County Career Center for \$5,000.00, per [Wadsworth City School District Board of Education Policy 7300, Disposition of Real Property/Personal Property](#)
2. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Cross Thread Solutions, LLC and the Wadsworth City School District Board of Education for the period of July 1, 2023 through June 30, 2024
3. Recommendation to approve participation in the Dominion Energy Ohio Energy-Star-Compliant Home Program for the 2023-2024 high school carpentry class house build
4. Recommendation to approve the Master School Partnership Agreement between Akron Children's Hospital and the Wadsworth City School District Board of Education
5. Recommendation to approve the Wilson Language Training Corporation Digital Products Terms of Service, Wilson Professional Learning Terms of Service, and Wilson Digital Products Privacy Statement

VI. Adjournment

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

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Special Meeting
July 6, 2023
Agenda Detail Sheet**

IV. Administrative Discussion Items, Presentations, and Updates

A. High School Carpentry Program Textbook Adoption: The high school carpentry program would like to adopt the new version (13th edition) of the Modern Carpentry textbook and accompanying workbook. The textbook and workbook will be available for viewing in the Superintendent's Office (524 Broad Street) from 7:00 a.m.-4:00 p.m. Monday through Friday until the August 14, 2023 Board of Education meeting where the textbook will be formally recommended for adoption.

V. Administrative Items

A. Personnel Consent Items

2. Employments

b) Certified Employees

(1) Thora Reagan: Ms. Reagan is being recommended to fill the school counselor position at Isham Elementary School that is being left open by the transfer of Mrs. Laurie Ryder to the school counselor position at the Grizzly Academy, our new alternative school.

(2) Chelsea Bischof: Ms. Bischof is being recommended to fill the new intervention specialist position at Central Intermediate School. The position is necessary due to student needs, as identified in their individual education programs (IEPs).

(3) Maria Subbio: Ms. Subbio is being recommended to fill the part-time teacher position at Valley View Elementary School. The position is open due to the transfer of Ms. Hannah Myers to another position within our school district.

(4) Wendy Turocy: Ms. Turocy is being recommended to fill the part-time intervention specialist position at Franklin Elementary School. The position is open due to the transfer of Ms. Hannah Myers to another position within our school district.

B. Action Consent Items

1. **Used School Bus Sale:** The recommendation to sell a used school bus to the Medina County Career Center for \$5,000.00, per [Wadsworth City School District Board of Education Policy 7300, Disposition of Real Property/Personal Property](#), is for bus #21. Bus #21 is scheduled to be removed from our fleet with the new bus purchases the Board of Education recently approved, and rather than trading the bus in as part of the purchase of the new buses, we are recommending the sale of it to the Medina County Career Center.
2. **Cross Threads Solutions, LLC Agreement:** The Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Cross Thread Solutions, LLC and the Wadsworth City School District Board of Education for the period of July 1, 2023 through June 30, 2024 being recommended for approval will allow our school district to continue to use Cross Threads Solutions, LLC for interpreting services to benefit students and parent/guardian(s) to ensure clear communication based on English Learner or hearing impairment needs.
3. **Dominion Energy-Star-Compliant Home Program:** Participation in the Dominion Energy Ohio Energy-Star-Compliant Home Program for the 2023-2024 high school carpentry class house build being recommended for approval will allow our school district to benefit from a \$20,000.00 donation from Dominion Energy that will go toward energy-star efficiency with heating and cooling of the carpentry house build.
4. **Akron Children's Hospital Agreement:** The Master School Partnership Agreement between Akron Children's Hospital and the Wadsworth City School District Board of Education being recommended for approval will allow our school district to contract with Akron Children's Hospital for athletic trainer and strength and conditioning services, starting August 1, 2023.
5. **Wilson Terms of Service and Privacy Policy:** The Wilson Language Training Corporation Digital Products Terms of Service, Wilson Professional Learning Terms of Service, and Wilson Digital Products Privacy Statement being recommended for approval will allow the purchase of materials from Wilson for Sacred Heart of Jesus School. Our school district serves as the fiscal agent for the funding Sacred Heart of Jesus is using to make the purchase.

THORA REAGAN

Education

John Carroll University

Licensure Seeking Program
Clinical Mental Health Counseling
GPA: 3.97

Alpha Sigma Nu, The Honor Society of Jesuit Universities

University Heights, Ohio
Anticipated Completion in December 2023

John Carroll University

Master of Education in School Counseling
School Counseling
GPA: 3.97

Alpha Sigma Nu, The Honor Society of Jesuit Universities

University Heights, Ohio
Anticipated Completion in May 2023

John Carroll University

Bachelor of Science, Cum Laude
Major: Psychology, Child and Family Studies Concentration
GPA: 3.55 | Dean's List, 5 Semesters
Psi Chi, International Honor Society in Psychology

University Heights, Ohio
May 2021

Inducted 2020

Professional Experience

Falls-Lenox Primary School

Intern School Counselor

August 2022 - Present

- Provide individual counseling to help students effectively cope with academic, social, and personal concerns
- Collaborate with administrators, teachers, parents, and outside agencies to support the specific needs of students
- Assist in the creation and re-evaluation of 504 plans
- Create monthly classroom guidance lessons on various topics to be taught to each classroom within the building
- Planed and facilitated social-emotional groups focused on family struggles, individual struggles, and peer relationship

Memorial Middle School

School Counseling Practicum Student

January 2021 - May 2022

- Provided individual counseling to help students effectively cope with academic, social, and personal concerns
- Collaborated with administrators, teachers, and outside agencies to support the specific needs of students
- Consulted with parents regarding student concerns and outside referrals
- Attended and consulted on 504 and IEP meetings
- Planed and facilitated social-emotional groups focused on developing self-esteem and positive relationships

Fit Learning Cleveland

Case Manager

Pepper Pike, Ohio

November 2019 - September 2021

- Worked hands-on with clients in various academic subjects to improve their progress in school and academics
- Performed detailed review of assessments and re-evaluations of students' academic progress to ensure results were being made throughout students' enrollment
- Implemented behavior management techniques for students with emotional, social, and behavioral needs
- Reviewed students' progress within their enrollment at the center as a case manager
- Created behavior plans for students who require more reinforcers, motivators, and detailed attention to behavior
- Consistently interacted with parents about students' progress

Lake Erie Ink

Intern

Cleveland Heights, Ohio

August - December 2020

- Outreached to community members and school districts about upcoming organization events
- Assisted with youth writing courses by reading work, suggesting edits, and teaching students writing techniques
- Created articles about organization success and recent workshops in order to promote the organization
- Helped community members improve creative writing skills by inclusion of teaching new writing strategies in workshops

Campus Involvement

Alpha Sigma Nu — The Honor Society of Jesuit Universities

Member

December 2022- Present

- Attend society meetings and inductions of additional members
- Maintain the standards of being the top 5% of university class
- Network with alumni, employers, and members of the Honor society

Psi Chi — The International Honor Society in Psychology

Member

April 2020 - Present

- Attend society meetings to discuss society events and requirements
- Uphold reputation of dedicated, hardworking, and passionate psychology student to represent the organization

- Network with alumni, employers, and society members from around the world to create strong associations

Psychology Department

August 2019 - May 2021

Mentor

- Communicated with underclassmen psychology students to advise them throughout undergrad studies
- Scheduled and lead monthly meetings with mentees to promote mentorship bond
- Answered questions regarding classes and scheduling to assist underclassmen with academic requirements

Psychology Club

January 2019 - May 2021

Member

- Attended organization meetings to plan events and conferences
- Provided feedback and opinions to further strengthen and improve the organization

Additional Experience

Youthability

Cleveland, Ohio

Volunteer

August - December 2019

- Interacted with developmentally challenged individuals of all ages
- Created engaging, fun, and encouraging activities to promote community bond
- Displayed effective communication and organization skills to support challenged individuals
- Expressed leadership skills and teamwork

St. Martin de Porres High School Tutoring

Cleveland, Ohio

Volunteer

January - May 2019

- Assisted students ages 14-18 in completing homework and missing assignments to fulfill academic requirements
- Helped settle disputes and distractions within the classroom in order to keep a calm, educational environment

Through the Eyes of a Child

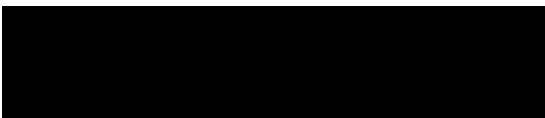
University Heights, Ohio

Volunteer

December 2018

- Partnered up with young children from the community for the day
- Helped the child with reading, writing, and other developmental activities
- Organized games, activities, and fun events for the child

Chelsea Bischof



Education

Kent State University- Bachelors of Science, Cum Laude
Degree: Intervention Specialist: K-12 Mild to Moderate Disabilities
Highly Qualified: Math and Reading

Experience

Middle School Intervention Specialist (Fall 2021-Current)

Norton Middle School- Caseload 22 students
5th grade Math and Reading Resource Room Teacher

Middle School Behavioral Specialist/Intervention Specialist (2019-2021 School Years)

Norton Middle School- Caseload 16 students
5th- 8th grade Behavioral Classroom Teacher
8th Grade ELA Inclusion Intervention Specialist

Norton High School Assistant Track and Field Coach (Spring 2019-2023)

4th and 5th Grade Intervention Specialist (2018-2019 School Year)

Rittman Elementary School- Caseload 17 students
4th and 5th Grade Reading Resource Room Teacher
4th Grade Inclusion Math and Reading Teacher

Long Term Substitute (Spring 2018)

Norton Elementary School
1st and 4th grade classroom- 6-week period

Norton Middle School (Spring 2018)

General Education, 8th grade Language Arts and Social Studies Classroom 12 week period

Woodridge 8th Grade Volleyball Coach (Fall 2017)

Awards and Acknowledgements

Kent State University Outstanding Undergraduate Special Education Student, Spring 2017

Kent State University Presidents List: Fall 2015, Spring 2016, Fall 2017

Kent State University Deans List: Fall 2013, Spring 2014, Fall 2014, Spring 2015, Fall 2016, Spring 2017

All Academic- All MAC: Fall 2013, Spring 2014, Fall 2014, Spring 2015, Fall 2015, Spring 2016, Fall 2016, Spring 2017

Kent State Track and Field Letter 2014-2017

Mac Championship Track and Field Medalist- 2014- 2017

Certifications

- CPR/ First Aid Training
- Handle with Care
- CPI training
- Child Safety Training
- A.L.I.C.E Training
- All coaching requirements

Additional Skills

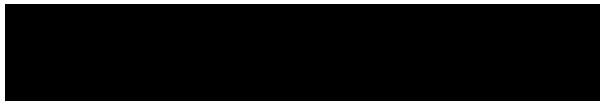
- Proficient in MS Office (Word, Excel, and PowerPoint)
- Proficient with Google (slides, docs, forms, etc.)
- Understanding of both smartboard and Clevertouch software
- Proficient in Progressbook

References

Travis Dobbins: Principal at Norton Middle School



Dennis Oswald: Former Assistant Principal- Current Director of Student Services for Norton City Schools



Mariah Rossiter: School Psychologist



MARIA SIBBIO

EDUCATION

Revere Local Schools, Grades K-12

Kent State University, Kent, Ohio

Bachelor of Science, May 2018

Major: Early Childhood Education

Overall GPA: 3.65 Major GPA: 3.70

Teacher Performance Assessment, 63/75

Dean's List, 6 semesters

The University of Akron, Akron, Ohio

Reading Endorsement K-12, August 2018

Overall GPA: 3.94

LICENSURE/CERTIFICATION

Ohio Educator, Early Childhood, PK-3

Reading Endorsement K-12

International Baccalaureate Certificate of Teaching and Learning

PAX Good Behavior Game

WORK EXPERIENCE

Case Community Learning Center, Akron, Ohio

2018-Present

- Implemented inquiry based practices daily as part of an International Baccalaureate School leading to recertification for the IB Global Program in 2020
- Participated in the PBIS Leadership Team to construct school wide expectations and classroom lessons leading to 90% implementation by school staff
- Served on the School Improvement Team for two years to increase Teacher Clarity practices throughout the staff
- Built strong relationships with students and families allowing for social-emotional and academic growth
- Attended the Ohio Education Technology Conference in 2020 and contributed to school success during virtual and in-person instruction through Google Suite
- Collaborated with an intervention specialist to ensure modification and accommodations were best suited to students in my class with learning disabilities

STUDENT TEACHING AND FIELD EXPERIENCE

Coventry Elementary School, Akron, Ohio

August-December 2017

- Completed EdTPA and earned a 63/75 -- the highest score in my class
- Assisted with lesson plans and coming up with structured goals to improve student performance
- Graded 50% of all student assignments and provided actionable feedback for students
- Collaborated with a cross-categorical teacher to meet the needs of students with learning disabilities

COACHING

June 2019-June 2020

Revere Middle School, Richfield, Ohio

- 8th Grade Cheer Coach

**WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
INDEPENDENT CONTRACTOR AGREEMENT
FOR NON-STRS/SERS COVERED SERVICES**

This Agreement is made by and between the Wadsworth City School District Board of Education (“Board”) and Cross Thread Solutions LLC (“Contractor”) (collectively “Parties”).

WHEREAS the Contractor has expertise in providing services and abilities sought by the Board;
and

WHEREAS the Board wishes to utilize the Contractor’s services and abilities during the term of this Agreement and the Contractor is both qualified to provide such services and willing to offer such services upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. ENGAGEMENT AND DUTIES

- A. During the term of this Agreement, the Board hereby engages the Contractor, and the Contractor hereby agrees to serve the Board, as an independent contractor. The Contractor shall be available to work at reasonable times and for reasonable periods of time to perform services required by the Board.
- B. The Contractor hereby represents and warrants to the Board that the Contractor has the necessary expertise, licenses, permits, and capabilities to provide the services and covenants to furnish the Contractor’s best skill and judgment in performing the services as set forth herein.
- C. The Contractor’s duties shall be as follows:

To provide interpreting services to benefit students and parents whose district of residence is Wadsworth City Schools and who are identified as needing an interpreter to ensure clear communication based on ELL or hearing impairment needs. Interpreting services may be in the form of direct support (meetings) or through indirect services (interpreting legal documents.)

2. TERM

This Agreement shall begin on July 1, 2023, and end June 30, 2024. This Agreement shall not renew unless agreed to, in writing, by the Parties and pursuant to a dully approved resolution of the Board.

3. COMPENSATION

For all services rendered by the Contractor under this Agreement, the Contractor shall be paid as follows, which shall include a breakdown of each employee, agent, representative, and subcontractor’s rate of pay for services rendered to the Board pursuant to this Agreement:

After service is provided, an invoice will be emailed to the Student Services department for payment to be processed.

Example:

Service	Employee	Billed Rate	Total Due to Contractor by Board
In-person Interpreting Services	Cross Thread Solutions LLC	Tier I \$52/hr Tier II \$57/hr Tier III \$60/hr (2 hr. minimum) Additional time over 2 hours is Tiered rate in 30-minute increments Round trip mileage at federal rate Tolls and Parking at actuals if incurred (receipts provided)	Tier I \$52/hr Tier II \$57/hr Tier III \$60/hr (2 hr. minimum)
Schedules Virtual Interpreting Services	Cross Thread Solutions LLC	Tier I \$52/hr Tier II \$57/hr Tier III \$60/hr (1.5 minimum charge)	Tier I \$52/hr Tier II \$57/hr Tier III \$60/hr (1.5 minimum charge)

		Additional time over 1.5 hours is Tiered rate in 30 minute increments	
Document Translations	Cross Thread Solutions LLC	<p>Tier I \$.28/source word</p> <p>Tier II and III \$.35/source word</p> <p>Languages not listed on Tier structure will be quoted upon request</p> <p>Documents needed in less than 5 days, a \$75/document rush fee will apply</p>	<p>Tier I \$.28/source word</p> <p>Tier II and III \$.35/source word</p>

4. NON-STRS/SERS SERVICES

- A. Upon good faith and belief, the Parties agree that the services provided under this Agreement are exempt from State Teacher’s Retirement System of Ohio (“STRS”), School Employees Retirement System of Ohio (“SERS”), and/or any successor retirement system(s) to STSR and/or SERS.
- B. In the event STRS, SERS, and/or any successor retirement system(s) determine that the Board owes any contributions, penalties, and/or interest to STRS, SERS, any successor retirement system(s), and/or any current and/or former employees, agents, representatives, and/or subcontractors of the Contractor based on the employees, agents, representatives, and/or subcontractors’ provision of services to the Board pursuant to an agreement between the Parties, the Contractor expressly agrees that the Contractor shall indemnify and hold the Board harmless from any such obligation(s) previously described in Paragraph 4 of this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

- A. The Contractor is self-employed.
- B. The Contractor is acting as an independent contractor, and nothing contained herein shall be construed to create the relationship of employer and employee and/or principal and agent between the Parties.
- C. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional, and satisfactory manner.
- D. While the Board has the right to control and/or direct the result of the services performed under this Agreement, only the Contractor has the right to determine what will be done and how it will be done.
- E. The Contractor does not perform services that can be controlled by the Board (e.g., what will be done and how it will be done) as only the Contractor has the legal right to control the details of how the services are performed under this Agreement.
- F. Neither party shall have authority to create, alter, and/or amend any agreement and/or representations on behalf of the other party and/or to incur liabilities on behalf of the other party.
- G. The Contractor shall assume sole responsibility for the payment and/or withholding of all federal, state, and/or local taxes and/or liabilities arising from the Contractor's compensation pursuant to this Agreement and shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of the Contractor's employees, agents, representatives, and/or subcontractors under this Agreement.
- H. The Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act including, but not limited to, minimum wage and overtime requirements.
- I. The Contractor shall indemnify and hold the Board harmless from any claims covered by this Agreement pursuant to Paragraph 11 of this Agreement.

6. ADHERENCE TO APPLICABLE POLICIES AND LAWS

- A. The Contractor agrees that the Contractor shall adhere to all applicable Board policies, guidelines, and standards, as well as all applicable state, local, and federal laws including, but not limited to, the Family Education Rights and Privacy Act ("FERPA"), any applicable sexual offender/predator laws, and all applicable background check requirements in providing the services under this Agreement.
- B. The Contractor further agrees that the Contractor's employees, agents, representatives, and/or subcontractors shall adhere to all applicable Board policies and regulations regarding proper behavior on Board premises and treatment of Board property.

- C. The Contractor further agrees to pay all costs for any damage to any Board property caused by the Contractor's employees, agents, representatives, and/or subcontractors.
- D. Nothing in this Agreement shall be construed to limit the Contractor's sole right to determine what will be done and how it will be done to provide the services under this Agreement.

7. LICENSURE/CERTIFICATION

The Contractor shall ensure that all individuals providing services under this Agreement obtain and maintain all necessary licensure and/or certification.

8. CRIMINAL RECORDS CHECKS

- A. The Contractor shall ensure that all applicable criminal records/background check laws and any hiring restrictions imposed by those laws including, but not limited to, those set forth in R.C. Chapter 3319 are adhered to and satisfied in full.
- B. A copy of all background/criminal records checks shall be maintained by the Contractor for inspection by the Board upon request.

9. DUTY TO REPORT CHILD ABUSE

The Contractor shall ensure that any employee, agent, representative, and/or subcontractor who provides services under this Agreement complies with all applicable laws regarding reporting of known and/or suspected child abuse.

10. NONDISCRIMINATION

The Contractor covenants that the Contractor does not and shall not discriminate against any individual based on race, color, religion, sex, military status, national origin, disability, age, genetic information, and/or any other reason prohibited by law.

11. INDEMNIFICATION

The Contractor shall defend, indemnify, and hold the Board, as well as the Board's current and former employees, agents, representatives, and/or subcontractors, harmless from any and all claims, liabilities, actions, suits, damages, and/or losses of whatsoever nature sustained and/or incurred by the Board in connection with the provision of services under this Agreement including, but not limited to, such claims, liabilities, actions, suits, damages, and/or losses resulting from actions taken and/or care given by the Contractor in providing the services under this Agreement, as well as any losses, costs, and attorney's fees incurred in

responding to any such claims arising from and/or connected with the provision of services under this Agreement.

12. LIABILITY INSURANCE

- A. At all times during the term of this Agreement, the Contractor shall maintain and keep in full force and effect, liability insurance, at the Contractor's sole cost, as follows: Professional liability insurance, \$1,000,000.00 per occurrence.
- B. The Board shall be named an Additional Insured for all insurance policies except workers' compensation.
- C. The insurance coverage shall be carried by insurance companies authorized to transact business in Ohio as selected by the Contractor and approved by the Board.

13. CONFIDENTIALITY, EDUCATIONAL, AND STUDENT RECORDS

- A. Confidential, educational, and student records shall only be released to the Contractor as provided by all applicable laws including, but not limited to FERPA, board policies, and administrative guidelines.
- B. The Contractor shall adhere to FERPA requirements and all other applicable laws regarding the use, maintenance, and/or disclosure of all confidential, educational, and student records.
- C. The Contractor including, but not limited to the Contractor's employees, agents, representatives, and/or subcontractors, shall not use and/or disclose any confidential, educational, and student record in any manner prohibited by local, state, federal laws and/or contrary to the purposes of this Agreement.
- D. The duty to maintain the confidentiality of student personally identifying information shall survive the termination of this Agreement.
- E. The Contractor shall immediately report to the Board any unauthorized use and/or disclosure of confidential, educational, and student records and/or information by the Contractor and/or the Contractor's employees, agents, representatives, and/or subcontractors of which the Contractor becomes aware.
- F. In addition to the confidentiality obligations the Contractor has regarding educational and student records, the Contractor acknowledges that any information obtained regarding the Board's operations, products, services, policies, and/or any other aspect of the Board's business is confidential and shall not be revealed and/or disclosed to any person, company, and/or other entity without express written permission of the Board.

14. NOTICES

All notices, requests, demands, and other communications provided for by this Agreement shall be in writing and (unless otherwise specifically provided herein) shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth below, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

Such notices shall be provided to:

If to the Contractor:

Cross Thread Solutions LLC
5734 Westminster Dr.
Solon, OH 44139

If to the BOARD:

Board President, Treasurer, **and** Superintendent
Wadsworth City School District Board of Education
524 Broad Street
Wadsworth, Ohio 44281

15. **TERMINATION**

- A. This Agreement may be terminated without cause and without penalty by either party 30 calendar days after written notice of said intent, delivered by certified or registered mail upon the other party at the address provided in Paragraph 14 of this Agreement.
- B. This Agreement may also be terminated immediately and without penalty the Board may terminate this Agreement immediately and without penalty for the following reasons:
 - 1) If required by law,
 - 2) If the service the Contractor is providing is reduced and/or eliminated upon the sole discretion of the Board,
 - 3) If the Contractor engages in illegal conduct and/or other conduct that is deemed contrary to the educational mission of the Board as determined in the sole discretion of the Board.

16. **GENERAL PROVISIONS**

- A. The terms of this Agreement shall prevail over any contrary term in any current and/or any future agreement between the Parties.

- B. Nothing in this Agreement shall be construed to constitute past, current, and/or future practice between the Parties and this Agreement is non-precedent setting.
- C. The terms of this Agreement shall only be modified in writing with the mutual agreement of the Parties.
- D. This Agreement shall not be assigned and/or subcontracted by either party without the prior written consent of the other party.
- E. The terms and provisions of the Agreement shall be binding upon and shall inure to the benefit of the respective Parties hereto and their respective heirs, successors, and assigns.
- F. The waiver by any party of breach and/or violation of any provision of this Agreement shall not operate as and/or be construed to be a waiver of any subsequent breach hereof, or as to any party.
- G. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility and/or liability between the Parties shall survive the completion of services hereunder and the termination of this Agreement, including, without limitation, provisions on indemnity.
- H. The only consideration for signing this Agreement are the terms stated herein and no other promises and/or agreements of any kind have been made to cause the Parties to execute this Agreement.
- I. The Parties fully understand the meaning and intent of this Agreement including, but not limited to, its final and binding effect.
- J. The Parties executed this Agreement freely and voluntarily, after the opportunity for explanation, review, and approval by legal counsel.
- K. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument.
- L. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.
- M. Any person signing this Agreement for a party represents and warrants that such person has the express authority to sign this Agreement for that party and to bind that party to the Agreement.
- N. The Parties expressly acknowledge and agree that all formal actions of the Board concerning and relating to the adoption of this Agreement were conducted in an open

meeting of the Board, and that all deliberations of the Board that resulted in such formal actions were adopted in meetings open to the public in accordance with the law.

- O. No presumption or construction shall be made either in favor of or against any party based on the authorship of this Agreement.

[Signature Page to Follow]

IN WITNESS THEREOF, the Parties hereto have set their hands.

FOR Cross Thread Solutions LLC:



Sunil Narahari*

Date

*The signatory expressly warrants that he/she has authority to bind the Contractor to the terms of this Agreement.

FOR WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION:

Jill Stevens*
Board President (In Official Capacity Only)

Dr. Andrew J. Hill*
Superintendent (In Official Capacity Only)

Douglas Beeman*
Treasurer (In Official Capacity Only)

Authorized Pursuant to Board Resolution No. _____

*This Agreement has no legal effect absent Board approval.

[Treasurer Certificate to Follow]

**WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION
R.C. 5705.41 AND R.C. 5705.412 CERTIFICATES**

We certify that the Wadsworth City School District Board of Education has in effect for the remainder of the fiscal year and succeeding fiscal years the authorization to levy taxes including the renewal or replacement of existing levies, which when combined with the estimated revenues from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the Wadsworth City School District Board of Education to maintain all personnel and programs for all the days set forth in its adopted school calendars for the current fiscal year and for a number of days in succeeding fiscal years equal to the number of days instruction was held or is scheduled for the current fiscal year. We additionally certify that the amount required to meet the obligation of the fiscal years in which the attached contract is made has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances.

Jill Stevens*
Board President (In Official Capacity Only)

Dr. Andrew J. Hill*
Superintendent (In Official Capacity Only)

Douglas Beeman*
Treasurer (In Official Capacity Only)

Template Prepared By:
McGown & Markling Co., L.P.A.
1894 North Cleveland-Massillon Road
Akron, Ohio 44333
1.330.670.0005
www.mcgownmarkling.com



Language Tiers

Tier 1

Tier 2

Tier 3

Arabic		Afghani		ASL
Bengali		Albanian		Cambodian
Cantonese		Amheric		Dinka
Chinese		Armenian		Dutch
French		Bahasa		Filipino/Tagalog
Gujarati		Bosnian		Fujianese
Hindi		Brazilian Portuguese		Haka Chin
Iraqi		Bulgarian		Hmong
Kinyarwanda		Burmese		Italian
Kirundi		Creole		Jamaican
Malayalam		Croatian		Japanese
Mandarin		Dari		Korean
Nepali		Farsi		Krahn
Oriya		German		Krio
Portuguese		Greek		Kurdish
Punjabi		Haitian Creole		Mai Mai
Romanian		Hebrew		Persian
Russian		Hungarian		Susu
Sangho		Karen		Toisanese
Saudi Arabic		Laotian		Uzbek
Senegalese		Lithuanian		Vietnamese
Serbian		Macedonian		Wolof
Shanghainese		Marshallese		
Shona		Masalit		
Somali		Mon		
Spanish		Mongolian		
Swahili		Pashto		
Syrian		Pohnpeian		
Tamil		Polish		
Telugu		Rohingya		
Urdu		Tagalog		
		Thai		
		Tigrinya		
		Turkish		
		Ukrainian		
		Uzbek		
		Yoruba		



June 20, 2023

Dr. Andrew Hill

Re: *Dominion Energy Ohio Donation*

Dear Dr. Hill:

Dominion Energy Ohio desires to make a donation in furtherance of our partnership with Four City Compact's project to construct Energy Star compliant homes in the Wadsworth area. The initiative is important towards meeting our common goals of a safe, reliable, affordable, and sustainable energy future for Ohio residents, and Dominion Energy Ohio is excited to continue supporting your initiative.

The intent is that our proposed donation would be used in furtherance of the school's program for the design and construction of Energy-Star-compliant homes. Dominion Energy Ohio would not be providing the funds in exchange for any good or service, and, other than our reasonable expectation that the funds will be used in good faith for the purpose described above, the school's use of the funds would not be subject to refund based on failure to meet performance standards (e.g., if a home failed to achieve Energy Star certification).

I hope that this letter helps clarify Dominion Energy Ohio's intentions, but please let me know if there are any questions. Otherwise, we look forward to supporting the students and the home build program.

Sincerely,



George Smith
Director, Dominion Energy

Master School Partnership Agreement

This Master School Partnership Agreement (“Agreement”) is entered into effective as of the 1st day of August, 2023 (the “Effective Date”) between Children’s Hospital Medical Center of Akron (“Akron Children’s”) and Wadsworth City School District Board of Education (“School”).

Whereas, School desires to enter into an arrangement with Akron Children’s whereby Akron Children’s will be the exclusive and official provider of certain professional services, including sports health care services, to the School for its students;

Whereas, Akron Children’s is an integrated health care services delivery system that provides a wide range of health care related services, including nursing, sports health, athletic training, physical therapy, wellness programs, and screenings; and

Whereas, Akron Children’s employs or otherwise retains persons who are qualified and trained to furnish the professional services to School (“Providers”) and is willing to make the Providers available to School.

Now, therefore, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereby agree as follows:

1. Purpose. School hereby engages and retains Akron Children’s to be its exclusive and official provider of sports health care services for School’s students as more fully described herein.

2. Akron Children’s Obligations.

2.1. Services. In exchange for the payments and services provided by School to Children’s as set forth in this Agreement, Akron Children’s agrees to make Providers available to provide the following services (collectively, the “Services”):

- a. Sports Health Services. Akron Children’s agrees to make Providers available to provide sports health services to students of School as more fully described on Exhibit A (the “Sports Health Services”) attached hereto and incorporated herein. Akron Children’s shall cover those school funded games and practices that Akron Children’s and School mutually agree on from time to time based on Akron Children’s available resources. School acknowledges and agrees that Akron Children’s has limited athletic trainers and resources and may not be able to cover all School activities. The Providers will be responsible for: assessment, treatment and rehabilitation of injuries to student athletes as directed/prescribed by licensed practitioner(s); first aid as necessary for student athletes; maintenance and supervision of the training room; and documentation of sports injuries in School’s student health records.

2.2. Periodic Meetings. The parties agree that representatives from School and Akron Children’s will meet at least annually and as needed from time to time to discuss the efficient administration of the Services provided hereunder.

2.3. Akron Children’s Employees. The parties understand and agree that the Provider(s) shall be and will remain throughout the term of the Agreement Akron Children’s employee(s). As such, Akron Children’s will be solely responsible for each Provider’s wages. Further, Akron Children’s shall have sole

authority regarding the direction and discipline of the Provider(s) and any benefits, and regarding all employment policies, procedures and practices.

2.4. Attire. While providing the Services, Akron Children's Providers will wear clothing that identifies Akron Children's and makes it clear they are providing the Services.

2.5. Compliance. Akron Children's shall ensure that Provider(s) comply with each party's policies and procedures applicable to the provision of Services.

2.6. Replacement or Removal of Provider.

a. Akron Children's may remove and replace any Provider providing Services under this Agreement at any time for any reason. In the event that any Provider resigns from, is terminated by, or otherwise separates from employment with Akron Children's, or his or her FTE status is reduced, Akron Children's shall promptly notify School and undertake commercially reasonable efforts to hire a replacement or additional employee who is, in Children's sole discretion, qualified and otherwise suitable for the position. The parties shall cooperate in developing a plan to address any open staffing position resulting from a Provider's change in employment with Akron Children's.

b. In the event that School has any concerns regarding any Provider and his or her provision of Services under the Agreement, School will provide Akron Children's with written notice detailing such concerns. The parties will meet within thirty (30) days of Akron Children's receipt of such notice to resolve the concern. In the event that the parties cannot resolve the concern by mutual agreement within thirty (30) days following such meeting, Akron Children's shall undertake commercially reasonable efforts to hire a replacement who is, in Children's sole discretion, qualified and otherwise suitable for the position.

3. School's Obligations.

3.1. Facilities, Equipment, Supplies, Parking. School shall provide Akron Children's with all reasonably necessary space, parking, expendable and non-expendable medical and other equipment, furniture, utilities, supplies, maintenance services, and fixtures necessary for the provision of Services by Providers hereunder. School shall ensure that each Provider has access to all facilities necessary to provide the Services, including, but not limited to, providing any necessary identification badges, key cards, or keys.

3.2. Consent. School shall obtain from each student's authorized parent/guardian any consent necessary to enable Akron Children's to provide the Services.

3.3. Qualifications. School shall ensure that School's administration, faculty, athletic director(s), coaches, and all other individuals involved in School's programs (collectively, "School Staff") meet the following qualifications, as applicable:

- a. All School Staff must have a valid and current background check on file with the School.
- b. All School Staff must have on file with the School all applicable permits, certifications, licenses, registrations, or other credentials required by the Ohio Department of Education (ODE) and School policies.

- c. All coaches, paid or volunteer, must have taken and passed the “Fundamentals of Coaching” course.
- d. All individuals who direct, supervise, coach or referee a student activity that involves athletics must have a valid permit on file, including documentation of current CPR training, First Aid training, Concussion Training, Sudden Cardiac Arrest Training, and Heat Illness Training.

3.4. Compliance.

- a. Compliance with Laws, Rules, Regulations and Guidelines. School shall ensure that all School Staff, facilities, and referees, comply with all applicable Federal and State laws, rules and regulations, and the rules, regulations, and guidelines of ODE, the Ohio High School Athletic Association (OHSAA), and Ohio Department of Health (ODH), as applicable.
- b. Athlete Eligibility Certificates. A list of eligible students under OHSAA rules must be verified and signed by the School’s principal. Eligibility certificates shall be prepared separately for each sport in which School participates.
- c. Student Forms. School shall be solely responsible for obtaining any forms, vaccination records, or other information required to be maintained by School under Ohio law, the rules, regulations and guidelines of ODE and ODH, and School policies.
- d. Athlete Student Forms. Each participating student must have the following on file with the School’s principal (or designee) prior to participating in any practice or game session:
 - (i) Current Preparticipation Physical Evaluation.
 - (ii) Ohio return-to-play concussion form signed by the student’s parent or legal guardian stating that the student and parent or legal guardian has received and reviewed concussion and head injury information as required by Ohio law.
 - (iii) Sudden cardiac arrest form signed by the student’s parent or legal guardian stating that the student and parent or legal guardian has received and reviewed the sudden cardiac arrest information developed by ODE and ODH as required by Ohio law.
- e. Ohio Return-To-Play Concussion Law. Any students suspected of sustaining a concussion must be removed from practice or play and may not return until cleared in writing by a physician or other authorized healthcare provider.
- f. Severe Weather Precautions. School must take appropriate precautions for severe weather and lightning storms in accordance with OHSAA guidelines.
- g. Heat Guidelines. School must take appropriate precautions for heat in accordance with OHSAA guidelines.
- h. Emergency Action Plan. School and School Staff shall cooperate with Akron Children’s to develop an Emergency Action Plan for School in accordance with OHSAA guidelines. School and School Staff shall comply with the Emergency Action Plan.

3.5. Documentation; Access to Information. School shall obtain and maintain all documentation required in Sections 3.3 and 3.4 above. All documentation must be current and valid throughout the

term of this Agreement. School shall provide Akron Children's and Providers with access to such documentation upon request and as necessary for Akron Children's and Providers to perform the Services. School shall be solely liable for any failure by School to obtain or maintain such documentation and shall indemnify and hold harmless Akron Children's, its officers, directors, employees and agents from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, incurred by Akron Children's in defending or compromising actions brought against it, its officers, directors, employees or agents, arising out of or related to School or School Staff's failure to obtain or maintain such documentation. School's indemnification obligations hereunder shall not exceed an amount equal to the amount of coverage as determined by the issuer of the insurance policy secured by School pursuant to Section 5 below.

3.6. Compliance with Provider Recommendations. School shall ensure that School Staff, referees, and parents cooperate fully and comply with Provider's recommendations related to the health and/or injury status of a student, including, without limitation, a student's attendance at School and disqualification from participation in games or practices. In the event School or any of School's Staff fail to cooperate with or adhere to a Provider's recommendation, School shall indemnify and hold harmless Akron Children's, its officers, directors, employees and agents from and against any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, incurred by Akron Children's in defending or compromising actions brought against it, its officers, directors, employees or agents, arising out of or related to School or its Staff's failure to cooperate with or adhere to the Provider's recommendation. School's indemnification obligations hereunder shall not exceed an amount equal to the amount of coverage as determined by the issuer of the insurance policy secured by School pursuant to Section 5 below. In the event Akron Children's has any concerns regarding the refusal or failure of the School or any parent, coach, referee, or other person, to comply with a Provider's recommendations, Akron Children's will promptly notify School detailing such concern(s). The parties will meet immediately to resolve the concern. In the event that the parties cannot promptly resolve the concern by mutual agreement following such meeting, Akron Children's may terminate this Agreement upon written notice to School.

3.7. No Hire Covenant. School agrees that it shall not, during the term of this Agreement and for a period of eighteen (18) months following the termination of this Agreement for any reason, directly or indirectly hire, employ, retain or otherwise engage any Provider(s) who at any time provide Services hereunder.

3.8. Exclusivity. School will ensure that Akron Children's is the exclusive provider of Sports Health Services for School during the term of this Agreement. Therefore, during the term, School shall not affiliate or contract with, or allow, any other person or entity on either a limited or general basis to provide any type of student sports health service at the School. Further, in the event School desires nursing services, wellness services, screenings, or other student health care services not contemplated by this Agreement, School shall notify Akron Children's in writing at least thirty (30) days in advance, including all relevant details and terms regarding the proposed services, and hereby grants to Akron Children's an exclusive first option to provide such other services. Akron Children's will have ten (10) business days from the date of its receipt of such notice from School to elect, by written notice to School, to provide the services on the same terms offered by School and such other terms as the parties negotiate in good faith. Upon Akron Children's election to provide the additional services, the parties will promptly amend this Agreement to incorporate the services. If Akron Children's does not elect to provide the services, School may offer the proposed services to a third party provided that the terms are not more favorable than those originally offered to Akron Children's.

3.9. Marketing and Communications. School offers and Akron Children's commits to an annual sponsorship package during the term of this Agreement, as set forth on Exhibit B attached hereto and incorporated herein, which exhibit may be amended from time to time as mutually agreed upon by the parties.

- a. Annual Sponsorship. Akron Children's will pay the annual sponsorship fee by September 1st of each year, with the first payment due upon execution of this Agreement and payable within thirty (30) days of the Effective Date. Akron Children's may terminate its commitment at any time following the first year of the term by providing School written notice at least sixty (60) days prior to the end of the then current term year.
- b. Segment Exclusivity. In exchange for Akron Children's commitment, during the term of this Agreement, School will ensure that Akron Children's is branded as the official and exclusive sports health care provider for School, including, but not limited to, on any and all advertising or other promotional materials, which could include, but is not limited to, the School's websites and social media accounts, Akron Children's websites and social media accounts, and on signage and printed materials, as set forth on Exhibit B. During the term of this Agreement, School shall not directly nor indirectly offer to any other health care provider, any signage, advertising, and/or all related marketing materials of whatever nature, unless Akron Children's agrees to such in writing.
- c. Content; Location. The content for Akron Children's marketing and communications will be provided by Akron Children's, and School agrees that it will not make any changes to the content provided by Akron Children's without Akron Children's prior written consent. Akron Children's and School shall mutually agree on locations for Akron Children's content, including, but not limited to, on School's websites and materials and at School's facilities, and School agrees that it will not make any changes to the agreed upon locations without Akron Children's prior written consent. School shall provide Akron Children's with appropriate contact information of the person(s) responsible for implementing the marketing and communications set forth herein.

4. **Compensation.**

- 4.1. Sports Health Services Fees. School will pay Akron Children's the amount(s) set forth on Exhibit A, in exchange for Akron Children's making Provider(s) available to furnish the Sports Health Services.
- 4.2. Community Benefit. The parties acknowledge and agree that this Agreement is consistent with Children's commitment to community benefit with the goal of improving the health and wellness of the communities it serves. Akron Children's mission is to improve the health of children through outstanding quality patient care, education, advocacy, and community service. Akron Children's commitment to the well-being of children, as well as the positive impact Akron Children's has in the community, includes the resources Akron Children's devotes to programs, services and activities that meet identified community needs.

5. **Insurance.**

5.1. Each party shall retain liability for, and shall provide for insurance against, acts and omissions related to the services provided by such party's personnel or any party with whom they contract to provide services on behalf of such party. Each party may provide such liability insurance through a

program of self-insurance in such amounts and under such terms as determined in the discretion of each party, but in no event shall such insurance coverage be less than One Million Dollars (\$1,000,000.00) per incident and Three Million Dollars (\$3,000,000.00) annual aggregate. In addition, for all events in which Providers travel on a vehicle owned, leased, or hired by School, School shall provide comprehensive automobile insurance covering owned, non-owned and hired vehicles of School with a combined single liability limit for bodily injury and/or death for all persons arising out of a single incident in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, with Akron Children's named as an additional insured thereunder.

6. Term and Termination.

6.1. Term of Agreement. The term of this Agreement shall commence on the Effective Date and continue in effect until July 31, 2028 (the "Initial Term"). Thereafter, this Agreement will automatically renew for consecutive five (5) year terms (the "Renewal Term(s)"), each Renewal Term to commence on August 1st of the then current year, unless either party provides written notice of intent not to renew at least ninety (90) days in advance of the expiration of the Initial Term or Renewal Term as applicable.

6.2. Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement. Termination will be effective after the alleged breaching party has received written notification from the non-breaching party describing such alleged breach in detail and the alleged breaching party has not cured such breach within thirty (30) days from the receipt of such notice.

6.3. Termination without Cause. Either party may terminate this Agreement without cause during the term of this Agreement by providing ninety (90) days advance written notice to the other party.

6.4. Consequences of Termination. Upon termination of this Agreement for any reason, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination and obligations that are expressly made to extend beyond the term of this Agreement, including, without limitation, the obligation of School to compensate Akron Children's for Services provided through the date of termination.

7. Student Health Records.

7.1. Student Records. All student health records shall be the sole and exclusive property of School, subject to any access and copying rights as provided by law. Akron Children's may have access to student education records that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated there under. To the extent that Akron Children's has access to education records under this Agreement, it is deemed a school official, as each of these terms are defined under FERPA. School and Akron Children's shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical and education records.

7.2. Access to Records. Akron Children's will have reasonable access to such books, records and other materials and information as necessary to perform Services under this Agreement, develop qualitative and quantitative measures to evaluate the Services, and for other lawful purposes both during and after the term of this Agreement. School shall obtain from each student's authorized parent/guardian consent to the disclosure of student records to Akron Children's for the purposes described above.

7.3. Record Maintenance. School will retain all books, records and other materials developed and maintained hereunder for the time periods required by applicable law and generally accepted record keeping practices. School and Akron Children's each acknowledge and agree that Akron Children's may, upon mutual agreement of the parties, obtain a third party electronic record on School's behalf for the purpose of maintaining and accessing student health records during the term of this Agreement. All student health records maintained in the third party electronic record shall at all times remain the sole and exclusive property of School. Upon termination of this Agreement, Akron Children's shall not access the third party electronic record without the prior written consent of School and student, as applicable, except (i) as necessary to enforce the terms of this Agreement, (ii) as necessary to protect Akron Children's legal rights, or (iii) as required by law. School shall have access to the third party electronic record during the term of this Agreement. In the event School wants to (i) obtain the student health records from the third party electronic record during or after termination of this Agreement, School shall notify Akron Children's in writing and Akron Children's shall provide School a reasonable opportunity to take possession of the records at School's own expense.

7.4. Akron Children's Records. The parties further agree that if a student receives services from Akron Children's outside of this Agreement, any records related to such services are Akron Children's records and are not education records of School nor subject to this Agreement.

8. Miscellaneous

8.1. Compliance with Laws. Each party agrees to act in compliance with all laws and regulations (including, without limitation, Medicare and Medicaid program requirements as applicable) which relate to its performance of this Agreement. Each party agrees to notify the other in a timely manner in the event that it has violated any such statutory or regulatory requirements, and the nature of such violation, to enable non-violating party to take prompt corrective action. Each party agrees that the other party shall have the right to automatically terminate this Agreement in the event that the other party fails to comply with this provision.

8.2. No Requirement to Refer. The parties to this Agreement intend to comply with and have therefore structured this Agreement so as to comply with all applicable state and federal laws and regulations. The parties acknowledge that there is no requirement nor payment under this Agreement or any agreement between the parties that either party refer, recommend or arrange for any items or services paid for by Medicare, Medicaid or any other federally funded health care program. All payments specified in this Agreement are consistent with what the parties reasonably believe to be a fair market value for the Services provided, and the compensation payments for the Services provided under this Agreement do not exceed that which is reasonable for the legitimate business purposes of the parties.

8.3. Amendments. This Agreement may not be amended except by a written amendment executed by both of the parties hereto.

8.4. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no other agreements or understanding, either oral or written, between the parties affecting this Agreement, except as otherwise specifically provided for or referred to herein.

8.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of law principles, and exclusive venue will be the

court of appropriate jurisdiction in Summit County, Ohio.

8.6. Severability. Every provision of this Agreement is intended to be severable. In the event that any provision of this Agreement is rendered illegal, invalid or unenforceable by a federal or state law, rule or regulation, or declared illegal, invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

8.7. Headings. Headings are used herein solely for the convenience of the parties and are not part of this Agreement.

8.8. Waiver of Breach. The waiver by a party of a breach of or default under any term or provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach or default under the same or any other term or provision of this Agreement by that party.

8.9. Force Majeure. Neither party shall be liable to the other party for any failure or delay in performance of its respective obligations (other than a payment obligation) under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God, earthquakes, fires, floods, war, civil or military disturbances, riots, acts or threats of terrorism, sabotage, strikes, labor disputes, plagues, epidemics, pandemics, outbreaks of disease, or any other public health crisis or emergency, including quarantine, lockdown, or other employee restrictions, or any other event or cause, whether similar or dissimilar to any of the foregoing and whether such event or cause existed on and continued after the Effective Date or arose after the Effective Date (each of the foregoing, a "Force Majeure Event"); provided, however, that in the event of such a failure or delay, the affected party or parties shall use its or their reasonable efforts to ameliorate the effects of any such failure or delay, provided further, however, that School (i) acknowledges and agrees that Akron Children's has the right, in its sole discretion, to allocate its resources for the Services as Akron Children's deems necessary in response to such Force Majeure Events, and (ii) agrees to comply with any policies, procedures, restrictions, or guidelines, Akron Children's may implement in response to such Force Majeure Events.

8.10. No Third Party Beneficiaries. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement.

8.11. Anti-discrimination Clause. Acceptance of this Agreement is evidence of each party's intent to comply with Title VI-VII of the 1964 Civil Rights Act, Section 504 of the Rehabilitation Act and all similar laws which prohibit discrimination because of race, color, national origin, disability, age, sex, religion, and political affiliation in any fact of a party's operation except where such discrimination is a bona fide, documented business necessity.

8.12. Compliance with Section 952 of Omnibus Budget Reconciliation Act of 1980. To the extent applicable, until the expiration of four years after the furnishing of Services pursuant to this Agreement, Akron Children's shall make available, upon written request, to the United States Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, the agreements and books, documents, and records of Akron Children's that are necessary to verify the nature and extent of the cost of providing such Services. To the extent Akron Children's carries out any of its duties through a subcontract with a related organization with a value of \$10,000 or more over a twelve (12) month period, the subcontract shall contain a comparable clause requiring the related organization to provide access to its books, documents and records.

8.13. Privacy of Protected Health Information. In performing its obligations under this Agreement, each party will comply, and will cause its affiliates, employees and agents to comply, with the requirements of all applicable laws, rules and regulations that pertain to the confidentiality of patient information. Without limiting the foregoing, each party agrees to timely comply with the Health Insurance Portability and Accountability Act (HIPAA) and all regulations promulgated thereunder, as amended from time to time. Each party will take such actions as are reasonably requested by the other party to achieve HIPAA compliance relative to this Agreement.

8.14. Excluded Entities. Each party represents and warrants that it, and any individual providing services on its behalf hereunder, is not currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in an Federal health care program (as defined under 42 USC § 1320a-7b(f), and hereinafter referred to as "Federal Health Care Program"). Neither party shall employ, contract with, or otherwise use items from, or the services of, any individual or entity whom it knows or should have known, (a) has been convicted of a criminal offense related to healthcare (unless the individual has been reinstated to participation in Medicare and all other Federal Health Care Programs after being excluded because of the conviction), or (b) is currently listed by a federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal Health Care Program. In furtherance of this representation and warranty, each party shall make reasonable inquiry as to any prospective employee, agent, individual, or entity considered for engagement by such party by reviewing the General Services Administration List of Parties Excluded from Federal Program and the HHS/OIG Cumulative Sanction Report. Each party covenants that upon becoming aware of an entity or individual with which it employs, contracts with, or has a relationship with, or has a relationship in which it uses the entity's or individual's items or services, being (i) convicted of a criminal offense related to healthcare, or (ii) listed by a Federal agency as excluded, debarred, or otherwise ineligible for participation in any Federal Health Care Program, it shall immediately notify the other party.

8.15. Successors and Assigns. Neither party shall assign or transfer, in whole or in part, this Agreement or any of such party's rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

8.16. Use of a Party's Name. Neither party shall use the name, trademark or logo of the other party in any advertising, publicity, endorsement or promotion unless the party has provided prior written consent for the particular use contemplated.

8.17. Relationship of the Parties. It is understood and agreed that the parties to this Agreement are independent contractors, and nothing herein will be construed to establish a partnership, joint venture, or employer-employee relationship between the parties. Neither of the parties hereto, nor any of their respective officers, directors, employees or agents, shall have authority to bind the other or shall be deemed or construed to be the agent, employee or representative of the other except as may be specifically provided herein.

8.18. Authorization of Individuals. Each party represents and warrants that it is free to enter into this Agreement and that, by doing so, will not violate the terms of any other agreement.

8.19. Notices. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or

deposited with the overnight courier, addressed as follows:

If to Akron Children's:

Children's Hospital Medical Center of Akron
One Perkins Square
Akron, OH 44308
Attn: Shay Mulford
With a copy to: Chief Legal Officer

If to School:

Wadsworth City School District Board of
Education

Attn: Douglas Beeman

[Signature Page Follows]

In Witness Whereof, School and Akron Children's have caused this Agreement to be executed effective as of the Effective Date set forth above.

Children's Hospital Medical Center of Akron

By: _____
Lisa Aurilio, MSN, MBA, RN, NEA-BC

Title: Chief Operating Officer

Date: _____

Wadsworth City School District Board of Education

By: _____
Jill Stevens

Title: President

Date: _____

By: _____
Douglas Beeman

Title: Treasurer

Date: _____

EXHIBIT A

Sports Health Services

1. **Location.** Akron Children's will provide Sports Health Services to School at the following location(s):

Wadsworth High School; Wadsworth Middle School
2. **Providers; Fees.**
 - a. Athletic Trainer. Children's will provide a 1.0 FTE certified athletic trainer at Wadsworth High School and a 0.5 FTE certified athletic trainer at Wadsworth Middle School to provide Sports Health Services at no charge to School. The parties acknowledge and agree that the 0.5 FTE athletic trainer may be moved to Wadsworth High School at the discretion of School's Athletic Director as necessary to cover peak season athletic events.
 - b. Strength Coach. Children's will provide a 0.5 FTE strength coach at no charge to School.
3. **Schedule.**
 - a. School Year Coverage: During the school year, Akron Children's will provide on-site sports medicine coverage for school funded games and practices as agreed upon by the parties. Providers providing coverage will be present 30 minutes prior to and after all scheduled events. Each Provider will make himself/herself available for injury evaluation of School athletes before or after the event being covered (if not during the event). Akron Children's will cover team events as follows:
 - Fall: Home/Away Varsity football, Home JV football, all other home events
 - Winter: Home event coverage, daily injury checks
 - Spring: Home event coverage, daily injury checks
 - b. Summer Coverage: Akron Children's and School will mutually agree on a schedule for summer coverage of School funded activities based on the availability of Akron Children's Providers and resources.
4. **Additional Event Coverage.** In the event School requests Akron Children's to provide Sports Health Services for any event not included in this Agreement ("Additional Event Coverage"), Akron Children's will promptly notify School whether Akron Children's will provide such coverage based on the availability of Akron Children's Providers and resources. Additional Event Coverage will be provided at the rate of Twenty-Five and 00/100 Dollars (\$25.00) per hour per Provider. Akron Children's shall promptly invoice School for Additional Event Coverage and School shall pay the invoice within thirty (30) days of School's receipt of the invoice.
5. **Sports Performance and Injury Prevention Services.** If requested by School, and agreed by Akron Children's, Akron Children's will provide a Sports Performance and Injury Prevention Clinic and pre and post testing of athletes on a mutually agreed upon schedule at the rate of Twenty-Five and 00/100 Dollars (\$25.00) per hour per Provider. Akron Children's shall promptly invoice School for Sports Performance and Injury Prevention Services and School shall pay the invoice within thirty (30)

days of School's receipt of the invoice.

EXHIBIT B

Marketing and Communications

1. **Signage.** The initial signage will include the following, provided that, School and Akron Children's will cooperate to identify additional signage opportunities for Akron Children's, including signage at other School buildings:
 - Prominent space in the basketball gym, football stadium, and baseball field.
2. **Website; Social Media Accounts.** School agrees to include in a prominent location Akron Children's logo and other information relevant to the Services as requested by Akron Children's on School's website(s) and social media account(s).
3. **Public Address Announcements.** School agrees to make announcements, with content provided by Akron Children's, over its public address system during football and basketball games.
4. **Sports Health Education.** School and Akron Children's will cooperate to: (1) allow Akron Children's to distribute educational materials relevant to the Services to students and their families; (2) provide opportunities for Akron Children's to speak to students and their families about school health and sports health; and (3) identify other mutually beneficial activities related to school health, safety, injury prevention, and sports health.
5. **Programs.** School agrees to include Akron Children's logo and other information as requested by Akron Children's in printed programs produced by School for School's events.



Wilson Language Training Corporation
47 Old Webster Rd.
Oxford MA 01540
United States

Quote

#EST07418

5/30/2023

Bill To

Sacred Heart of Jesus School Parish &
School
110 Humbolt Ave
Wadsworth OH 44281-2115
United States

Ship To

Christine Race
Sacred Heart of Jesus School Parish &
School
110 Humbolt Ave
Wadsworth OH 44281-2115
United States

TOTAL

\$3,672.00

Expires: 6/22/2023

Expiration Date

6/22/2023

Customer Number

██████████ Sacred Heart of Jesus School

Shipping Method

UPS Ground

Item	Quantity	Unit Price	Ext Price
F2FSFPK Foundations Student Kit K Second Edition	25	\$55.00	\$1,375.00
F2FSFP1 Foundations Student Kit 1 Second Edition	27	\$75.00	\$2,025.00

Subtotal \$3,400.00

Shipping/Handling \$272.00

Tax Total (0%) \$0.00

Total \$3,672.00

Use of our digital products, such as FUN HUB®, are subject to the *Digital Products Terms of Service* available at <https://www.wilsonlanguage.com/digital-products-terms-of-service/>.

Our Professional Learning is provided pursuant to the *Professional Learning Terms of Service* available at <https://www.wilsonlanguage.com/professional-learning-terms-of-service/>.






[Home](#) / Digital Products Terms of Service

Digital Products Terms of Service

Last updated: April 15, 2023

General Terms

Scope. These Digital Products Terms of Service (“Terms”) govern your relationship with the FUN HUB® or any other digital products (collectively, the “Services”) operated by Wilson Language Training Corporation (“WLT,” “we,” “us,” or “our”), if you have purchased access to the Services from us. For the avoidance of doubt, these Terms apply to any purchase of digital products (including FUN HUB) as a standalone product, and they also apply with respect to any bundled kit purchases which you have purchased that includes access to digital products or content as part of the bundle (a “Bundle”). If you have purchased professional-learning services from us, our Professional Learning Terms of Service will govern our provision of those professional services, and those terms are available here: <https://www.wilsonlanguage.com/professional-learning-terms-of-service/>. 

Terms of Service. Please read these Terms carefully before using the Services. Your right to access and use the Services is based on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Services. By accessing or using the Services you agree, on behalf of yourself and your organization, to be bound by these Terms, except as otherwise expressly agreed upon by the parties in an Agreement. If you and WLT have both signed an agreement for the Services (“Agreement”),

then in the event of a direct conflict between these Terms and the Agreement, the Agreement will prevail. Otherwise, if you do not agree to these Terms, in whole or in part, please do not use the Service.

Organizations. We offer the Services to our customers who are individual educators, as well as to organizational clients. As used in these Terms, “you” refers to the authorized individual accessing the Services. In instances where you are purchasing the Services on behalf of a school, district, local education agency, state agency, or other entity (each, an “organization”), “you” refers to such organization and its authorized users. If you are an organization, you are responsible for ensuring all users comply with these Terms.

Subscription and Payment

Billing. You will be billed in advance at the time you place your order. A valid payment method, which could include a credit card, is required to process the payment for your Subscription. You will provide us with accurate and complete billing information and valid payment information. By submitting such payment information, you automatically authorize us to charge all Subscription fees incurred through your account to any such payment instrument.

Cancellation. All payments are nonrefundable and noncancellable. No refunds or credits will be issued for partial periods of service, upgrade/downgrade refunds, or refunds for service periods unused with an open account. Substitution of a subscribed user during the Subscription Term will be allowed only through and in accordance with a process as determined by WLT.

Taxes. Fees are exclusive of all taxes, levies, or duties imposed by tax authorities, and you shall be responsible for payment of all such taxes, levies, or duties. You agree to pay for any such taxes that might apply to your use of the Services and payments made by you.

Price Changes. Prices of the Services, including but not limited to the annual Subscription fees to the Services, are subject to change at WLT’s sole discretion. Any Subscription fee change will become effective at the end of the then-current Subscription Term. Your continued use of the Services after the Subscription fee change is in effect, constitutes your agreement to pay the modified Subscription fee amount.

Specific Subscription and Payment Terms for FUN HUB.

The two paragraphs below apply to customers who have licensed FUN HUB or purchased a bundle that includes FUN HUB:

Subscription. Access to the Services is billed on a subscription basis (the "Subscription") for a one-year period that spans from July 1st until June 30th of the following year, as the same may be renewed or extended from time to time for successive one-year terms (such period of time is the "Subscription Term"). If you received no-cost access to FUN HUB for the 2022-2023 school year or if you purchased a Bundle for the 2022-2023 school year, your access to Fun Hub will expire on June 30th, 2023, and a paid Subscription will be required to maintain your access.

~~**Renewal.** At the end of any then-current Subscription Term, your Subscription will automatically renew for successive one (1) year Subscription Terms unless either party provides not less than ninety (90) days' prior written notice to the other party of its desire not to automatically renew the Subscription. You can easily opt-out of your renewal by sending an email to funhub-opt-out@wilsonlanguage.com.~~

6/21/2023
M2

Content and Intellectual Property of WLT

Grant of License. Subject to your compliance with these Terms (and, as applicable, the Agreement), WLT hereby grants you the following non-exclusive, limited, non-sublicensable, non-commercial right to use, during the Subscription Term, the Services for your personal educational use only, for the quantity of users identified in the price quote, the order confirmation from your order placed in the online store, invoice, and/or Agreement, as applicable.

Proprietary Rights. Digital Products, including FUN HUB, and all related resources and content, including videos, manuals, worksheets, guidance, and activities (collectively, "Materials") on or within the Digital Products, is proprietary content of WLT. The Services and all Materials, including but not limited to text, images, videos, graphics, or code, are the property of WLT and are protected by copyright, trademarks, and other intellectual property rights. All rights not specifically granted in these Terms are fully reserved by WLT. The Materials are to be used exclusively by you and your students, and you agree not to distribute the Materials to other teachers or third parties, modify or create derivative works, or sell the Materials at any time. You agree to not distribute or make available to students any teacher's guide materials. For FUN HUB and related Materials, you further agree not to share your credentials with other persons, use such Digital Products or Materials for commercial purposes, or use the Digital Products or Materials to train others. These Terms do not grant you a license to use any trademark of WLT or its affiliates. You further agree not to change or delete any proprietary notices from the Downloadable Materials.

Downloadable Materials. Some of the Materials are made available by WLT for download (the "Downloadable Materials"). Subject to your compliance with these Terms, WLT grants you permission, during the Subscription Term, to use the Downloadable Materials and

share them with your students and their home support teams through a password-protected learning-management platform (such as Google Classroom) or alternative secure method. This permission does not include the right to otherwise post the Downloadable Materials online or to distribute them through social media platforms.

Data Security & Privacy

Data Security. We deploy security precautions that are intended to help maintain the confidentiality, integrity, and availability of your data stored by us, including use of firewalls, encryption, authentication technologies, and background screening of employees who will have access to your data. However, the internet is not perfectly secure, and we are not responsible for security incidents that are not reasonably foreseeable or reasonably within our control.

Privacy. Your use of the Services must comply with all local, state, and federal privacy laws, including but not limited to the Family Educational Rights and Privacy Act (FERPA). If your use is subject to FERPA, by accessing the Services, you thereby appoint us as a “school official” as that term is used in FERPA, and you have determined that we have a “legitimate educational interest” for the purpose of carrying out our responsibilities under these Terms. You represent and warrant that you have the right to provide WLT with any student data you provide (the “Customer Data”). You hold all right, title, and interest in and to such Customer Data. You hereby grant WLT a royalty-free license to the Customer Data during the Subscription Term for the purpose of providing you with the Services and supporting that access. In addition, you grant WLT a royalty-free, perpetual license to use your Customer Data in a de-identified format for product development and research purposes, consistent with FERPA. WLT will not attempt to re-identify such de-identified data and will ensure that any third party that receives access to the de-identified data agrees to not attempt to re-identify it. WLT shall be bound by the relevant provisions of FERPA, including that it will remain under the “direct control” of Customer with respect to its use and maintenance of “education records” as that term is defined in FERPA.

For a more detailed description of our privacy practices that apply to our collection and use of personally identifiable information through our Digital Products, please review our *Digital Products Privacy Policy*, available at <https://www.wilsonlanguage.com/digital-products-privacy-statement/>.

Your Responsibilities

In connection with your use of the Services, you have the following responsibilities:

A device enabled to access the Internet is required to utilize the Services. You are solely responsible for ensuring that your device is sufficient and compatible for use with the Services.

You may not use the Services for any illegal or unauthorized purpose. You agree to refrain from transmitting or uploading content that infringes on any person's intellectual property rights or any third-party rights. You must not, in your use of the Services, violate any laws in your jurisdiction, including but not limited to export-control, privacy, and copyright laws.

The Services are exclusively reserved for professional use and are not available for use by minors under the age of 18.

You agree to promptly provide valid email address(es) for each licensed user, along with any other information required by the Services during the registration process.

You must not share your credentials with others for the purpose of accessing the Services. You are responsible for maintaining the security of your account and password. WLT is not liable for any loss or damage resulting from your failure to comply with this security obligation. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. If you are an organization, you agree to take steps to ensure that your users do not share login credentials. Except as otherwise explicitly provided in the Terms, you will not, and will not permit or authorize third parties to: (a) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Services and/or Materials; (b) rent, lease, or sublicense the Services and/or Materials; (c) circumvent or disable any security or technological features or measures in the Services and/or Materials, nor; (d) perform benchmarking involving the Services without prior written consent of WLT.

Accounts

When you create an account with us, you must provide information that is accurate, complete, and current at all times. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise determined by Wilson to be offensive or misleading. We reserve the right to change, reclaim, or transfer usernames that do not comply with these Terms.

Links to Other Websites

The Services may contain or users may include links to other websites or resources. You acknowledge and agree that WLT is not responsible or liable for (i) the availability or accuracy of third-party sites or resources; or (ii) the content of such sites or resources. The inclusion of any link to a third-party site does not imply that WLT endorses the linked site. You use any such links and other websites at your own risk. We strongly advise you to read the terms and conditions and privacy policies of any websites or services that you visit, including the terms and conditions of other WLT websites.

Termination

If you wish to terminate your account, you may simply discontinue using the Services. We may terminate or suspend access to the Services immediately, without prior notice or liability, if you breach these Terms, including for failure to timely make payment when due. Upon termination by either party, your right to use the Services will immediately cease. All provisions of the Terms will survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

Limitation of Liability; Disclaimer of Warranties

WLT, and its directors, employees, partners, agents, suppliers, and affiliates, will not be liable for any loss or damage, indirect, incidental, special, consequential, or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, ~~whether or not we have been informed of the possibility of such damage~~, and even if a remedy set forth herein is found to have failed in its essential purpose. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WLT'S TOTAL LIABILITY CONNECTION WITH THE SERVICES EXCEED, IN THE AGGREGATE, THE FEES PAID WITH RESPECT TO SUCH SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH LIABILITY. cd/2/23
MK

WLT MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND REGARDING THE SERVICES. ANY PURPORTEDLY APPLICABLE WARRANTIES, TERMS, AND CONDITIONS ARE EXCLUDED, TO THE FULLEST EXTENT PERMITTED BY LAW. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COURSE OF PERFORMANCE.

WLT WILL NOT BE RESPONSIBLE FOR ANY PURPORTED BREACH OF THESE TERMS CAUSED BY CIRCUMSTANCES BEYOND ITS CONTROL. A PERSON WHO IS NOT A PARTY TO THESE TERMS WILL HAVE NO RIGHTS OF ENFORCEMENT.

As set out above, some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Choice of Law

These Terms and any action related thereto shall be governed by the laws of the ~~Commonwealth of Massachusetts~~^{State of Ohio} and the United States, without regard to the conflicts of law provisions thereof. WLT and you submit to the exclusive jurisdiction and venue of the state and federal courts located in ~~Massachusetts~~^{Ohio} for the purpose of any such action. You may not assign, sublicense, or otherwise transfer any of your rights under these terms.

6/15/23
MW

These Terms (and if applicable, the Agreement) constitute the entire agreement between WLT and you regarding the Services, and supersede and replace any prior agreements, oral or otherwise, regarding the Services. No terms, provisions, or conditions of any sales order, purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by these Terms will have any effect on the rights or obligations of the parties or otherwise modify the Terms, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. Notwithstanding the foregoing, when you register for a Wilson event, training, or conference, there are additional event-specific requirements and conditions that you must agree to for attending those events, which are not superseded or replaced by these Terms.

Use by Federal Government

The Services, Materials and related documentation have been developed entirely with private funds and constitute commercial off the shelf ("COTS") items, as that term is defined in the relevant acquisition regulations for the U.S. Government. If acquired by or on behalf of the U.S. Government, the Services, Materials, and related documentation is acquired as commercial computer software and/or commercial computer software documentation and is fully subject to the Terms.

~~Changes~~

~~We reserve the right, at our sole discretion, to modify or replace these Terms at any time. When we make any changes, we will alert you by posting an updated version of these Terms on our website and updating the "Last Updated" date above. Changes will become effective~~

6/15/23
MW

~~when posted. By continuing to access or use the Services after any such revisions become effective, you agree to be bound by the revised terms. If you do not agree to the updated Terms, in whole or in part, please stop using the website and the Services.~~

MM 6/21/23

Contact Information

If you have any questions about these Terms, please contact us at Legal@wilsonlanguage.com.

47 Old Webster Road
Oxford, MA 01540



© 2023 Wilson Language Training Corporation. All Rights Reserved.



[Home](#) / Wilson Professional Learning Terms of Service

Wilson[®] Professional Learning Terms of Service

Last updated: June 8, 2023

Scope

These Professional learning Terms of Service (“Terms”) apply to the provision of professional learning services (“Professional Learning Services”) to you by Wilson Language Training Corporation (“WLT,” “we,” “us,” or “our”), if you have purchased Professional Learning Services from us.

If you have purchased Fun Hub[®] or other digital products from us, the Wilson Digital Products Terms of Service, available at <https://www.wilsonlanguage.com/digital-products-terms-of-service/>, apply to your access to and use of those services. Likewise, if you have purchased a product bundle or service which includes access to any of our digital products, such as Virtual Implementation Services (VIS) or WIN Prin, then the Digital Products Terms of Service apply to those digital components of the service.

Please read these Terms carefully before using the Professional Learning Services. Our provision of the Professional Learning Services is based on your acceptance of and compliance with these Terms. By scheduling and receiving the Professional Learning Services, you agree, on behalf of your organization, to abide by these Terms, except as otherwise expressly agreed upon by the parties in an Agreement. All authorized

professional learning attendees within your organization are expected to comply with these Terms and you are responsible for the same. If you do not agree to these Terms, please do not participate in the Professional Learning Services.

If you and WLT have both signed an agreement for the Professional Learning Services ("Agreement"), then in the event of a direct conflict between these Terms and the Agreement, the Agreement will prevail.

Professional Learning Services

We will undertake commercially reasonable efforts to perform the Professional Learning Services as described in your *WILSON® Professional Learning and Teacher Support Plan*, or in the services description provided by us in the online store or catalog, as applicable ("Plan"). WLT shall not be held responsible for completion of program requirements, and successful completion of Professional Learning Services depends on each participant's timely completion of all program requirements.

You agree that the fees you have paid or will pay for Professional Learning Services are non-refundable and are to secure the availability of our personnel to provide you with the Professional Learning Services. Accordingly, Professional Learning Services which are not scheduled or used within the school year (*i.e.*, July 1 through June 30) of your purchase, and cannot be rescheduled or reimbursed.

Invoices

You will be invoiced for the full amount of your purchase following our receipt of a purchase order or our issuance of an order confirmation.

Unless otherwise agreed, you agree to pay for all Professional Learning Services within thirty (30) days of invoice date.

Access and Attendance

You agree to provide our trainers with any necessary physical and systems access, or any other assistance that is reasonably required. You agree to make yourself (and as applicable, your staff) available to receive the Professional Learning Services for the scheduled dates and times. Virtual sessions require a connection to the Internet. Our professional learning offerings are subject to the availability of our staff, and the Professional Learning Services will be rostered for services following receipt of the applicable purchase order(s).

Unless otherwise agreed to, the Professional Learning Services are provided virtually. However, coaching sessions, the WRS Introductory Course, and WRS Advanced Strategies for MSL Group Instruction will be provided in-person at a mutually agreed upon location (unless you and WLT agree otherwise).

If we are asked to take attendance for your participants, we will provide a sign-in sheet at in-person sessions, but we cannot guarantee the accuracy or completeness of the attendance list.

Recordings

We may record virtual Professional Learning sessions. In those circumstances, we will provide participants with notice at the time that the recording will start, at which point the participants will have the opportunity to opt out of the recording process. Please be aware that opting out may prevent the educator from participating in the session.

Cancellations and No-Shows

Scheduled in-person or dedicated Professional Learning sessions require the commitment of our resources and personnel, regardless of whether you attend the session. Accordingly, scheduled sessions cannot be reimbursed or rescheduled if the session is not cancelled by you in advance. In-person Sessions must be cancelled with at least forty-eight (48) hours' advance notice, to be rescheduled for a later date.

Background Checks

Our employees have no direct, unsupervised contact with students as part of the performance of our services. We perform industry-standard background checks on each new employee at hire. However, please email info@wilsonlanguage.com if your process requires a criminal background check prior to our provision of any in-person Professional Learning Services.

Confidential Information

The Professional Learning Services are intended for your internal use only, and you agree that those sessions will only be attended by your employees. Third-party consultants and advisors cannot attend the sessions.

Intellectual Property

The Professional Learning Services and related materials (e.g., handouts) are the property of WLT and are protected by intellectual property laws. Materials provided to you in connection with the Professional Learning Services (“Materials”) are owned by WLT and are hereby licensed to you for your internal business purposes. The Materials are to be used exclusively by you and your students. You agree not to distribute the Materials to other teachers or third parties, modify or create derivative works, or sell the Materials at any time. All rights not specifically granted in these Terms are fully reserved by WLT.

Limited Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OUR TOTAL LIABILITY IN CONNECTION WITH THE SERVICES EXCEED, IN THE AGGREGATE, THE FEES PAID WITH RESPECT TO SUCH PROFESSIONAL LEARNING SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO SUCH LIABILITY.

Contact Information

If you have any questions about your Professional Learning Services, please contact us at info@wilsonlanguage.com.

47 Old Webster Road
Oxford, MA 01540



© 2023 Wilson Language Training Corporation. All Rights Reserved.



[Home](#) / Digital Products Privacy Statement

**Last Updated: May
15, 2023**

Digital Products Privacy Statement

Purpose.

Wilson Language Training Corporation ("WLT," "we," "us," or "our") understands that privacy is incredibly important. The purpose of this *Digital Products Privacy Statement* (the "Statement") is to inform our customers, users, and parents of users of our Digital Products regarding our current practices for protecting the privacy of student data and educator data.

Scope.

This Statement applies to our provision of Digital Products to educators and administrators ("Educators"), to schools or school districts who purchase our Digital Products on behalf of their Educators ("Schools"), and to the students whose information we may receive from Educators, who are typically students in K-12 or beyond ("Students").

This Statement does not apply to our corporate website www.wilsonlanguage.com, which is subject to the [Wilson Website Privacy Policy](#). ?

As used in this Statement:

“Customer” refers to either: (i) Schools, or; (ii) an individual Educator when they purchase Digital Products licenses directly from us for their own use (e.g., when an educator provides freelance tutoring).

“Digital Products” refers, collectively and individually, to FUN HUB®, Virtual Implementation Support (VIS), and/or those portions of Wilson Academy that are exclusively available to our paid Customers.

“Educator Data” refers to information about an Educator that, either alone or in combination with other reasonably available information, can be used to identify the Educator.

“Student Data” refers to any personally identifiable information of a Student, as that term is defined under the Family Educational Rights and Privacy Act (FERPA).

“User” refers to users of our Digital Products.

Use of our Digital Products by Students.

As required under our *Digital Products Terms of Service*, a Student may only use our Digital Products with the prior consent of a parent, guardian, or eligible student, or by the School acting on behalf of the Student. When our Customer is a School, we receive Student Data pursuant to the “school official” exception under FERPA. Our Digital Products are only used in the context of School-directed learning; accordingly, Schools are not required to obtain parental consent under COPPA to provide us with Student Data described in this Statement, although many Schools choose to do so to comply with state or local requirements. When our Customer is an individual Educator, we require the Educator to obtain express parental consent prior to providing us with any Student Data. We rely on each of our Customers to provide appropriate notice to parents of their use of services like Digital Products, and for such Customers to provide consent, if necessary, and authorization for us to collect Student Data.

Information We Collect.

In connection with providing our Digital Products, we receive or collect certain Student Data and Educator Data as described below:

Student Data

We receive the following Student Data from our Customers in connection with our provision of Digital Products:

Name

School, grade, and Foundations® level

Foundations assessment scores

Student Data is collected only as reasonably necessary to provide the services to our Customer.

We never collect the following information from or about Students:

Precise geolocation data

Biometric or health data

Information about a person's ethnic, racial, or national origin

Information about a person's religious or political beliefs

Additional Student Data for the WRS Services. As part of Wilson Academy, and only as part of the WRS Level I or WRS Level II certification process, we work with Educators to support Students who require intervention or who are otherwise having trouble learning to read. Accordingly, as part of that certification process, we additionally collect the following Student Data:

Native language

Handedness

Learning disability status

Educational history (e.g., type of reading instruction, grades retained (if applicable))

Normative assessment scores

Student Data collected as part of WRS certification is only collected after the Educator or School has obtained express written consent from the parent or guardian of the Student.

Educator Data

We receive the following Educator Data in connection with an Educator's use and access to the Digital Products: first and last name, school name, school district, school email address, as well as other information about the Educator's School to provide the Educator with the services and interact with Educators regarding our products and services. Additionally, for Wilson Academy, we collect information about an Educator's professional and educational background directly from the Educator. When an Educator participates in a Wilson Academy or VIS event, we may record those interactions. We will provide the Educator with notice at the time that the recording will start, at which point the Educator will have the opportunity to opt out of the recording process. Please be aware that opting out may prevent the Educator from participating in the session.

Usage Data:

In connection with a User's interactions with our Digital Products, WLT or our third-party service providers automatically collect certain data ("Usage Data"). This Usage Data includes, but is not limited to, the content that a user chooses to interact with, their responses to questions within our Digital Products, and other information about their use of and interaction with our Digital Products. As part of Usage Data, we collect a User's IP address or other identifiers for the device. We use Usage Data to enhance and improve our product and service offerings and to provide our products and services to the User.

Cookies.

We may use and collect cookies or other technologies ("Cookies") to collect data in order to support Users' use and access to the Digital Products, to enhance and personalize their experience with the Digital Products, and for analytics purposes. These Cookies are not used for marketing to Students.

De-Identified Data

We may also create de-identified or aggregate data sets from the data we receive or collect ("De-identified Data"), to improve our product and service offerings, to understand how our products are being used, and for other lawful business purposes, as described in the "How We Use De-Identified Data" section below.

Inquiries

If a person reaches out to us regarding our Digital Products, we will collect and use only that additional personally identifiable information which is required to respond to the request.

How We Use Information

How we use Student Data

Our use of Student Data is consistent with applicable laws and regulations, including, without limitation, the Federal Family Educational Rights and Privacy Act (FERPA), the California Student Online Personal Information Protection Act (SOPIPA), the Children's Online Privacy Protection Act (COPPA), and other state laws. All Student Data is handled securely, as described in the "How We Secure Your Information" section below. We do not obtain any ownership interest in Student Data.

We use Student Data for the following purposes:

- to provide our Digital Products,
- to provide related reports and services to the Customer
- for customer support
- to improve our products and services, and;
- To comply with applicable laws.

How we use Educator Data

We use Educator Data to register and maintain Educator's account, to offer Educators the services, and to support our interactions with Educators and Schools, and to provide Educators with information concerning our programs and services, newsletters, updates, and related materials.

How We Use De-Identified Data:

We may use and share De-identified Data in a manner that complies with applicable laws, for our permitted business purposes, including for improving our product and service offerings, for customer service purposes, for research and development, and to understand how our products are being used.

Sharing of Your Information

We may share Student Data and/or Educator Data (collectively, "Customer Data") for the following purposes:

Services. We will share Customer Data with the Customer in connection with providing the Digital Products. We do not control Educators' use or handling of Customer Data.

Service Providers. We may share Customer Data with service providers who support our provision of the Digital Products by offering us hosting services, information technology and support (e.g., video hosting), IT security, analytics, and technologies that enhance and personalize a User's experience with the Digital Products. These vendors do not use or collect Student Data. We evaluate the privacy and security controls of those service providers before we agree to use their services. These service providers are bound by applicable laws and contractual obligations of confidentiality and privacy to maintain Customer Data in a secure and confidential manner.

Google Analytics. As part of collecting Usage Data, we use Google Analytics to collect information about Educators' use of our Digital Products. We do not use Google Analytics on Student-facing portions of our Digital Products, and we do not use the information we receive from Google Analytics to market to Students. Google Analytics collects information such as how often an Educator uses the Digital Products and what content they visit when they do so. Google Analytics collects only the IP address assigned to an Educator on the date the Educator uses the Digital Platform, rather than Educator name or other identifying information. We use information generated in connection with Google Analytics for IT support, to understand how our websites are used, and for marketing purposes (Unless otherwise agreed to with a Customer). Google's ability to use and share information collected by Google Analytics about an Educator's use of Digital Products is restricted by the *Google Analytics Terms of Use* and the [Google Privacy Policy](#). Google is bound by applicable laws and contractual obligations of confidentiality and privacy to maintain Customer Data in a secure and confidential manner.

Merger or Transfer. If we sell or otherwise transfer our business, we will not transfer Customer Data unless the purchaser agrees to adhere to data-security and privacy standards no less stringent than the terms of this Statement.

Legal Compliance. We may disclose Customer Data to the extent required by law.

Additional Sharing of Educator Data:

Affiliated College or University. Some universities that offer courses in teaching or education will partner with Wilson to offer course credits to Educators in connection with completion of Wilson Academy trainings. In connection with those programs, we may share relevant Educator Data (and not Student Data) with the affiliated college or university for the purpose of confirming a particular Educator is entitled to course credits.

Wilson Certification Status. Please note that on occasion, we receive inquiries as to whether an individual Educator is Wilson® certified or has otherwise participated in our programs. Our policy is to not disclose personal information about participants in our programs. However, unless an Educator has specifically requested otherwise in writing, we will share information regarding the Wilson® credentials and the level of participation in our professional learning programs of a given Educator, if requested.

Additional Notes on Information Sharing:

Other than the disclosures described above, we do not disclose Student Data other than as authorized and permitted by the School.

We do not sell Student Data, and advertisements are not placed within the Digital Products. Without limiting the foregoing, we do not transfer Student Data for any third-party marketing or targeted advertising or for any other type of behavioral advertising.

Our Digital Products do not have any features or functionality that would permit or support the visibility of Student's information and their interactions with other students, so there is no opportunity for cyber-bullying. Use of our Digital Products does not involve creating a profile, and there is no social component to our Digital Products.

How We Secure Your Information

In connection with providing the Digital Products, we will implement and maintain reasonable technical, administrative, and physical safeguards. For more details on our safeguards and our IT security program, please review our [Information Technology Security Standards](#).

Your Data Rights

Choices About Your Information:

Student Data:

Parents of students, guardians, or eligible students who use our Digital Products may request to review, access, correct, delete, or remove their Student Data by contacting their School administrator. The School administrator can then verify the identity of the requesting party and notify us of the request. We will promptly comply with valid requests for correction or removal of Student Data. We cannot delete, change, or divulge any Student Data unless authorized by the Student's School.

Educator Data:

For Educators who are provided access to the Digital Products by their Schools, the Educator may request to review, access, correct, delete, or remove their Educator Data by contacting their School administrator. We will promptly comply with valid requests for correction or removal of Educator Data. We cannot delete, change, or divulge any Educator Data unless authorized by the School. For Educators who purchase a license to Digital Products directly from us, those Customers may contact us directly to delete, correct, or remove their data, although such requests may hinder or prevent beneficial use of our Digital Products.

Links to Other Websites and Services

To give Users access to other helpful information, we may provide links to other sites. We provide these links as a convenience, and we do not endorse the content or services offered by, or the privacy policies in place on, these other sites.

Other sites to which we link may have privacy policies that differ from this Statement. We encourage Users to review the privacy policies of each site they may visit through any links. We are not responsible for the conduct or policies of these third parties.

Jurisdiction-Specific Disclosures

California. Educators who are residents of California may be entitled to certain rights with respect to personal information that we collect about them under the CCPA and CPRA, including the Right to Know, the Right to Request Deletion, the Right to Opt-Out of Personal Information Sales, the right to non-discriminatory treatment for exercising any rights, the right to initiate a private cause of action for data breaches, the right to correct inaccurate personal information, and the right to limit use and disclosure of sensitive personal information. However, please note that if the exercise of these rights limits our ability to process personal information (such as in the case of a deletion request), we may no longer be able to provide our services to the Educator in question. To exercise these rights, California Educators may contact us at Legal@wilsonlanguage.com, via phone at 508.368.6678, or by U.S. mail at:

Wilson Language Training Corporation
47 Old Webster Road
Oxford, MA 01540

Canada. In connection with the Digital Products, a Customer with personal information about Canadians must provide any such data to us, or cause data to be provided to us, in strict compliance with applicable laws, which may include, but are not limited to, the Personal Information Protection and Electronic Documents Act ("PIPEDA"), Consumer Privacy Protection Act ("CPPA"), and any other federal or provincial privacy statutes. Provider is a "service provider" for purposes of the CPPA. Without limiting the foregoing, Customer must, to the extent required by applicable laws, provide appropriate notice, and obtain clear consent from, parents, guardians, and eligible students, as applicable. Such disclosure must provide appropriate transparency related to our use of and access to Customer Data from the United States, to the extent required by applicable laws. Customer will obtain consent from parents, guardians, and eligible students, as applicable, in full compliance with Section 15(1)-(5) of the CPPA. In the event that consent to use or sharing of any Customer Data is lawfully withdrawn by a person and that Customer Data has been disclosed to or shared with us in connection with the Digital Products, then Customer must promptly reach out to us to request deletion or return of such person's personally identifiable information. Upon request, we will provide confirmation of the disposition of such Customer Data.

Updates to Our Privacy Statement

*6/21/2023
can't update and - can't do
M*

We review this Privacy Statement on an annual basis and make updates from time to time, for example, to reflect changes in the law and to provide more clarity on our practices. When we make any changes, we will provide notice by updating the "last updated" date at the top of this Privacy Statement indicating when it was last revised. For material changes to this Privacy Statement, we will seek to provide notice of such material changes in advance of the change coming into effect, by emailing the Customer point of contact we have in our records.

Please reach out to Legal@wilsonlanguage.com with any questions on this Privacy Statement.

47 Old Webster Road
Oxford, MA 01540



© 2023 Wilson Language Training Corporation. All Rights Reserved.