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Mindwise Innovations Scope of Work & Contractual Terms

**WADSWORTH CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING  
MONDAY, SEPTEMBER 11, 2023

JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

**AGENDA ADDENDUM**

**VIII. Administrative Items**

A. Personnel Consent Items

1. Resignations

e) Jennifer Stenger (Playground Aide position only), eff. 9/15/2023

B. Action Consent Items

27. Recommendation to approve the Mindwise Innovations Scope of Work and Contractual Terms

**XI. Board Members Items**

1. Recommendation to approve an addendum to the contract dated April 10, 2023 between the Wadsworth City School District Board of Education and Douglas D. Beeman, Treasurer
2. Recommendation to approve an addendum to the contract dated February 8, 2021 between the Wadsworth City School District Board of Education and Dr. Andrew Hill, Superintendent

**WADSWORTH CITY SCHOOL DISTRICT**

**BOARD OF EDUCATION**

**Regular Stated Meeting**

**September 11, 2023**

**Agenda Detail Sheet**

**VIII. Administrative Items**

B. Action Consent Items

**27. MindWise Innovations:** The MindWise Innovations Scope of Work for the period of September 15, 2023 through September 14, 2024 being recommended for approval will allow our school counselors to continue to have access to and utilize the Signs of Suicide Program.



**MindWise Innovations**  
*A Service of Riverside Community Care*  
**Scope of Work (SOW)**

**For Wadsworth City Schools**

**Contract Term: September 15, 2023 – September 14, 2024**

**Licenses**

**Signs of Suicide (SOS) License Renewal** **\$300.00**

Our evidenced-based youth suicide prevention program is an annual license that gives trainers full access to a deep library of resources, lesson plans, and refresher videos. Your license includes:

- SOS Quick-Start Guide
- SOS Educational Videos
- Brief Screen for Adolescent Depression
- Refresher Videos
- Supplemental Lesson Plans
- Reinforcement Materials
- Faculty/Staff Training Materials
- Parent Engagement Materials

**Details:**

- Number of Licenses: 1
- Contract Term for Licenses: 12 MONTHS FROM ACTIVATION DATE
- Types of Licenses: Middle School License

**Invoice Details**

**Total Due:** **\$300.00**

1. Invoices will be emailed to:

**Jennifer Manos**  
Wadsworth City Schools  
524 Broad St  
Wadsworth, OH 44281  
jmanos@wadsworthschools.org

2. Payments are to be made in full within 30 days of date of invoice.
3. All Payments and Billing Inquires should be directed to:

MindWise Innovations  
270 Bridge Street, Suite 301  
Dedham, MA 02026  
781-239-0071

**MindWise Innovations**  
*A Service of Riverside Community Care*  
**Consulting, License, and Training Agreement**

**Parties to the Contract**

Customer: Wadsworth City Schools  
524 Broad St  
Wadsworth, OH 44281

Vendor: MindWise Innovations  
Riverside Community Care, Inc.  
270 Bridge Street, Suite 301  
Dedham MA 02026

**Contractual Terms**

This MindWise Innovations Consulting, License, and Training Agreement (this "Agreement") is made as of **September 8, 2023** (the "Effective Date") by and between MindWise Innovations, a program of Riverside Community Care, Inc. ("MindWise"), and **Wadsworth City Schools** ("Customer") governing Customer's access to and use of the Services (as defined herein). MindWise and Customer are each referred to herein as a "Party" and, collectively, as the "Parties."

**1. License Grant; Restrictions**

1.1 License Grant. Subject to Customer's compliance with the terms and conditions of this Agreement, MindWise hereby grants to Customer the limited, non-exclusive, revocable, non-transferrable, non-sublicenseable right and license during the Term (as defined herein) to access and use the Services solely for the personal use of Customer's Authorized Users (as defined herein) as expressly set forth in Scope of Work.

1.2 Restrictions. Except for the limited rights to use the Services as expressly provided herein, nothing in this Agreement or any course of dealing in connection herewith grants or implies to Customer, its Authorized Users or any other third party any license or other right, in whole or in part, to: (i) sell, rent, lease, sublicense or otherwise transfer or distribute the Services (in whole or in part) or any copies thereof; (ii) modify, translate, reverse engineer, reverse assemble, reverse compile, decompile or disassemble the Services (regardless of whether applicable law may permit such activity); (iii) create or prepare derivative works based upon the Services; (iv) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the Services; or (v) show, demonstrate or display the Services to any third party. Customer shall use the Services in compliance with all applicable laws and regulations and in a manner that does not infringe or otherwise violate the intellectual property, proprietary or privacy rights of MindWise or any third party.

1.3 Authorized Users. The license rights granted by MindWise to Customer pursuant to Section 1.1 of this Agreement shall extend to those authorized ("Authorized Users"), by Customer, solely for each Authorized User's personal use; provided that Customer shall ensure that each Authorized User shall comply with the terms and conditions of this Agreement. Customer shall not enable or otherwise authorize any third party to, remove any copyright or other proprietary notices from the Services. Customer acknowledges and agrees that in using or authorizing the use by Authorized Users of the Services, Customer acts solely at its own risk and as between the Parties, Customer shall have sole liability and responsibility under and in connection with other agreements entered into by it.

## 2. Data

2.1 Aggregated Data. The Parties acknowledge and agree that MindWise shall have the right to collect, extract, compile, analyze, use and commercialize any information or data, on an aggregated, de-identified, anonymized and non-personally identifiable basis, resulting from Customer's or its Authorized Users' use of the Services (collectively, "Aggregated Data"). Customer hereby grants to MindWise the worldwide, non-exclusive, transferable, royalty-free, perpetual, irrevocable right and license (with right to sublicense) to use, reproduce, electronically distribute, store, process and display the Aggregated Data for any purpose. Customer acknowledges and agrees that the Aggregated Data is MindWise's Confidential Information.

## 3. Proprietary Rights; Confidentiality

3.1 Ownership. MindWise retains all right, title and interest in and to the Services including, but not limited to, all Intellectual Property Rights (as defined herein) and Confidential Information therein. For purposes of this Agreement, "Intellectual Property Rights" means MindWise's worldwide and common law rights associated with: (i) inventions, including patents, patent applications and statutory invention registrations or certificates of invention, and any divisions, continuations, renewals or re-issuances of any of the foregoing; (ii) trademarks, service marks, domain names, trade dress, logos, and other brand source distinctions; (iii) copyrights and works of authorship, including, but not limited to, the Services; (iv) trade secrets and know-how; and (v) other intellectual property rights of any type throughout the world. All Intellectual Property Rights and other rights not expressly granted pursuant to the terms of the Agreement are hereby expressly reserved by MindWise. Customer shall be permitted to identify itself as a provider of the MindWise programming and shall be permitted to use trademarked logos and tradenames for the licensed programs. Likewise, MindWise may promote its partnership with Customer by utilizing the Customer's trademarked logo.

## Disclaimer of Warranties; Limitation of Liability

5.1 Disclaimer. The Parties mutually acknowledge and agree that the Services (including the results and outcomes thereof) are provided by MindWise "as is" and "as available" without any warranty of any kind. MindWise does not warrant that the Services shall be virus free or that the use of the Services shall be uninterrupted or error-free. Customer agrees that MindWise does not assure or guarantee any particular result or outcome of any Services. MindWise makes no representation or warranty, express, implied or statutory, including without limitation any implied warranty of merchantability, title, fitness for particular purpose, non-infringement, and warranties arising out of usage of trade, course of dealing or course of performance, with respect to the Services and any materials furnished, and all warranties and conditions are expressly disclaimed. Customer's express remedies set forth herein are exhaustive. Customer acknowledges and agrees that the descriptions contained in the exhibit(s) to this Agreement do not constitute a warranty.

5.2 Course of dealing or course of performance with respect to the services or any materials furnished, and all warranties and conditions are expressly disclaimed. Customer's express remedies set forth herein are exhaustive. Customer acknowledges and agrees that the descriptions contained in the exhibits to this agreement do not constitute a warranty.

5.3 Limitation of Liability. Without limitation on any other provision hereof, Customer agrees that MindWise's total aggregate liability hereunder for any cost, loss or damage, including liability for breach of warranty, negligence, strict liability in tort, or otherwise, regardless of form of action, shall be limited to the amounts actually paid by Customer to MindWise hereunder during the three (3) months preceding the time that the cause of action arose. Customer agrees that the foregoing shall be its sole remedy and expressly waives all others. No action, regardless of form, arising out of the transactions under this Agreement may be brought by Customer more than twelve (12) months from completion of the Services, unless the applicable statute of limitations provides a shorter period, in which case such shorter period shall apply.

## 6. Termination

6.1 Termination for Convenience. Either Party shall have the right to terminate this Agreement without cause upon sixty (60) days written notice to the other Party. If Customer shall exercise such right, Customer shall pay to MindWise one hundred percent (100%) of the aggregate outstanding amount due, if any, pursuant to this Agreement.

6.2 Termination for Breach. Either Party shall have the right to terminate this Agreement upon the material breach of the other Party, which breach has remained uncured for a period of thirty (30) days after the receipt of written notice thereof from the non-breaching Party. Notwithstanding any language to the contrary in this Agreement, MindWise shall have the immediate right to terminate this Agreement due to any unauthorized use of the Services or any Confidential Information. In such event, Customer shall pay one hundred percent (100%) of the aggregate outstanding amount due, if any, pursuant to this Agreement.

6.3 Effect of Termination. Upon termination of this Agreement: (i) the license granted hereunder and all other provisions of this Agreement shall terminate and Customer and its Authorized Users shall immediately cease using the Services and any Confidential Information; and (ii) Customer shall promptly remove any and all Services and Confidential Information from its technical and/or cloud environment, destroy any and all hard copies thereof and, within thirty (30) days of the date of termination, certify to MindWise in writing such removal and destruction. The Parties acknowledge and agree that MindWise shall retain its entire right, title and interest in and to all Aggregated Data following termination of this Agreement.

## 7. Notices and Communication:

All notices and communications regarding this Agreement and/or the Services shall be in writing and addressed to each Party as follows:

For communication with MindWise Innovations:

**Becky Blackler, Director of Growth**  
MindWise Innovations  
Riverside Community Care, Inc.  
270 Bridge Street, Suite 301, Dedham MA 02026  
rblackler@mindwise.org

For communications with Customer:

Jennifer Manos  
Wadsworth City Schools  
524 Broad St  
Wadsworth, OH 44281  
jmanos@wadsworthschools.org

## 8. General

8.1 Relationship of the Parties. Neither Party shall be deemed by operation of this Agreement or otherwise to be an agent or representative of the other Party for any purpose hereunder whatsoever. The Parties shall at all times be considered independent contractors. Neither Party shall have any right or authority to assume, create, or incur any liability or obligation of any kind in the name of the other Party.

8.2 Entire Agreement. This Agreement, together with its Exhibits, sets forth the entire agreement and understanding of the Parties with respect to the subject matter hereof. All amendments and modifications to this Agreement shall be made by a written document signed by both Parties. The terms and conditions of this Agreement shall prevail over and govern the Statement Of Work in the event of any conflict, unless otherwise expressly agreed in writing on the Statement of Work, explicitly referring to the Section of the Agreement to be amended.

8.3 Assignment and Transfer. Customer shall not assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of MindWise. MindWise shall have the right to freely assign or transfer all or any of its rights, benefits and obligations under this Agreement without the prior written consent of Customer.

8.4 Remedies and Waivers. No failure to exercise, nor any delay in exercising, on the part of either Party, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

8.5 Partial Invalidity. If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one, which achieves to the extent possible and with the least modification the original purpose and commercial goal of the invalid provision.

8.6 Headings and Drafter. Headings are used for the purposes of references only and shall not affect the interpretation of this Agreement. Neither Party shall be deemed the drafter of this Agreement, which Agreement shall be deemed to have been jointly prepared by the Parties. If this Agreement is ever construed, whether by a court or by an arbitrator, such court or arbitrator shall not construe this Agreement or any provision hereof against either Party as drafter.

8.7 Counterparts. This Agreement may be executed by the Parties in one or more counterparts, any of which may be executed and delivered in electronic format, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.8 Survival. The Parties agree that their respective rights, obligations and duties which by their nature extend beyond the termination of this Agreement shall survive any termination.

8.9 Force Majeure. If MindWise is prevented from performing any portion of this Agreement by causes beyond its control, including labor disputes, civil commotion, war, governmental regulations or controls, global health emergencies or the like, casualty, inability to obtain materials or services or acts of God, MindWise shall be excused from performance for the period of the delay and for a reasonable time thereafter.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date and agree to be legally bound by all terms and conditions contained herein.