

Table of Contents

1.6.2025 Organizational Meeting Agenda
11.20.2024 Special BOE Mtg. Minutes
12.9.2024 BOE Mtg. Minutes
1.6.2025 BOE Mtg. Agenda
1.3.2024 BOE Organizational Mtg. Minutes (Revised)
Bob Rogers Travel Tour Proposal (Orlando Choir Trip)
Agreement for Excess Cost (Cloverleaf Local BOE)
Contract for Handicapped & Nonhandicapped Pupils (East Muskingum Local Schools)
Policy 2265, Protections of Individual Beliefs, Affiliations, Ideals, or Principles of Political Movements & Ideology (new)
Independent Contractor Agreement (Wadsworth Community Radio)
IXL Learning Terms of Service Addendum
Hudl Terms of Service, Hardware Terms of Sale, Acceptable Use Policy, & Privacy Policy
IXL Learning, Inc. Student Data Privacy Agreement for Tech Providers
Hudl Student Data Privacy Agreement for Tech Providers
Policy 5136, Personal Communication Devices (Revised)
Kent State Univ. College Credit Plus MOU
Water Bottle Filling Station Acquisition Agreement

WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION

WADSWORTH, OHIO

ORGANIZATIONAL MEETING

WEDNESDAY, JANUARY 6, 2025 (6:00 P.M.)

**JAMES R. MCILVAINE PERFORMING ARTS CENTER AT WADSWORTH HIGH SCHOOL
625 BROAD STREET**

AGENDA

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Roll Call**
- IV. Election of President**
- V. Election of Vice President**
- VI. Oath of Office to President and Vice President**
- VII. Set Dates and Times for 2025 Regular Meetings**
- VIII. Establish Service Fund for 2025 - \$6,000**
- IX. Appoint Treasurer or His Designee as the Board of Education's Public Records Designee and Authorize Training by the Attorney General's Office as Prescribed by House Bill 9**
- X. Appoint a Legislative Liaison to the Ohio School Boards Association**
- XI. Authorize Treasurer to Request Advance Payment of All Taxes Collected**
- XII. Authorize the Treasurer to Authorize Payment of Reasonable Expenses when a Tax Exemption Certificate Cannot be Used or its Use is Impractical Under the Circumstances**
- XIII. Motion for Approval and Signing of Minutes**
- XIV. Motion to Adjourn the Organizational Meeting**

Upon request to the Superintendent, the District shall make reasonable accommodation for a disabled person to be able to participate in this activity.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Special Meeting

Date: November 20, 2024

The Wadsworth City Board of Education met in Special Session on Wednesday, November 20, 2024, at 4:04 P.M at the Charles R. Parsons Administration Building, 524 Broad Street.

ROLL CALL

Present	Batey, Beck, Stevens
Absent	Gordon, McComas
Administrators	2
Staff	0
Visitors	11

DISCUSSION WITH PARENT/TEACHER ORGANIZATION (PTO) PRESIDENTS AND/OR OTHER OFFICERS

- A. Each PTO shared an event and a fundraiser that are going well in their building.
- B. PTO members shared the challenge of getting new volunteers.
- C. Julie Batey shared information about Neighborhood Bridges Wadsworth.
- D. PTO's shared some of the concerns and challenges in their buildings.

ADJOURNMENT

24-11-133 The motion was made by **Stevens**, seconded by **Batey**, to adjourn at **5:10** p.m.

VOTE: Yea – Beck, Stevens, Batey
Nay – None

Motion Carried,

(Signed) _____
Jill Stevens, President

(Attested) _____
Douglas D. Beeman, Treasurer

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: December 9, 2024

The Wadsworth City Board of Education met in Regular Session on Monday, December 9, 2024, at 7:00 P.M at James R. McIlvaine Performing Arts Center, 625 Broad Street.

ROLL CALL

Present	Batey, Gordon, Stevens, Beck
Absent	McComas
Administrators	13
Staff	3
Visitors	43
Liaison	Connor Gaugler

24-12-134 APPROVAL OF BOARD MINUTES

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

Regular Meeting November 18, 2024

VOTE: Yea - Gordon, Stevens, Beck, Batey
 Nay - None

Motion Carried,

STUDENT / STAFF RECOGNITION

A. December Students of the Month

<u>Student</u>	<u>Grade</u>	<u>School</u>
Aniyah Lyons (To be recognized in January)	4	Franklin Elementary
Jillian Maag	4	Isham Elementary
Skyler Bates	4	Lincoln Elementary
Tyler Harsh	4	Overlook Elementary
Mya Latten	4	Valley View Elementary
Everly Mollenshott	5	Central Intermediate
Brycen Scott	8	Middle School
Carissa Napier	11	Career-Technical
Olivia Smith	12	High School

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: December 9, 2024

ADMINISTRATIVE DISCUSSION ITEMS, PRESENTATIONS AND UPDATES

- A. Discussion: Review Board of Education Policy 5136, Personal Communication Devices, Including Compliance With New Requirements Enacted Into Law Through Ohio House Bill 250.
- B. Board of Education Special Meetings in January 2025:
 - 1. Organizational Meeting set for January 6, 2025, at 6:00 p.m. at Wadsworth High School with Regular Meeting to follow.
 - 2. Special Meeting set for January 13, 2025 at 6:00 p.m. at Administration Building.
 - 3. Special Meeting set for January 23, 2025 at 6:00 p.m. at Administration Building.

PUBLIC PARTICIPATION

ADMINISTRATIVE ITEMS

24-12-135 Upon the recommendation of Superintendent Hill, the motion was made by **Gordon**, seconded by **Batey**, to adopt the Personnel Consent Items. from the December 9, 2024, Regular Meeting, as presented:

A. PERSONNEL CONSENT ITEMS

1. Employments

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

a) Non-Teaching Employees

Melinda Hershberger	
Juli Horvat	(eff. 12/05/24)
Veronica Thombs	(eff. 12/09/24)
Justin Vincell	(eff. 12/09/24)

b) Certified Substitutes

Christine Minard	(eff. 11/20/24)
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RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: December 9, 2024

c) Supplemental Contracts

Derek McCune	Asst. Wheelchair Basketball Coach	(eff. 11/21/24)
Michelle Neiser	Asst. Wrestling Coach (Vol.)	(eff. 12/03/24)
Christian Rodriguez	Varsity Asst. Swim Coach	(eff. 11/20/24)
Samantha Voitko	Varsity Asst. Cheer Coach (Vol.)	(eff. 12/03/24)
Chad Dean	7 th Grade Boys' Basketball (Vol.)	

d) Volunteers

Jenny Brothers	Katie Pavlich
Nathan Brothers	Tyler Shaffer
Lynette Francis	Emily Smith
Kimberly Hewit	Dawn Tonge
Stayce Lueders	

e) Charles Berg Home Instructor (eff. 11/25/24)

VOTE: Yea – Stevens, Beck, Batey, Gordon
Nay – None

Motion Carried,

24-12-136 Upon the recommendation of Superintendent Hill, the motion was made by **Batey**, seconded by **Beck**, to adopt the Action Consent Items from the December 9, 2024, Regular Meeting, as presented:

B. ACTION CONSENT ITEMS

1. Recommendation to accept the following donations:

a)	Minutemen Ohio Comp	200 Buehler's gift cards (\$20 ea.)
b)	Martin & Anita Heyden-Waung	\$500
c)	Ben Erjavec & Blue Heron Restaurant	Food donation
d)	Medina County Arts Council	\$800

2. Recommendation to approve the second reading and adoption of the following Board of Education bylaws and policies:

a)	Bylaw 0100	Definitions (revised)
b)	Bylaw 0142.1	Oath (revised)
c)	Bylaw 0151	Organizational Meeting (revised)
d)	Bylaw 0152	Officers (revised)
e)	Bylaw 0155	Committees (revised)
f)	Bylaw 0163	Residing Officer (revised)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: December 9, 2024

g)	Bylaw 0164	Notice of Meetings (revised)
h)	Bylaw 0165	Board Meetings (new)
i)	Bylaw 0165.1	Regular Meetings (rescind)
j)	Bylaw 0165.2	Special Meetings (rescind)
k)	Bylaw 0166	Agendas (new)
l)	Bylaw 0167.2	Executive Session (renumbered)
m)	Bylaw 0167.7	Use of Personal Communication Devices (renumbered/revised)
n)	Bylaw 0173	Board Officers (rescind)
o)	Policy 1130	Conflict of Interest (revised)
p)	Policy 3113	Conflict of Interest (revised)
q)	Policy 4113	Conflict of Interest (revised)
r)	Policy 4120.08	Employment of Personnel for Co-Curricular/ Extra-Curricular Activities (revised)
s)	Policy 4121	Criminal History Record Check (revised)
t)	Policy 5131	Student Transfers (revised)
u)	Policy 5136.01	Electronic Equipment (revised)
v)	Policy 5200	Attendance (Revised)
w)	Policy 5500	Student Conduct (revised)
x)	Policy 5512.01	Random Alcohol, Drug, and Nicotine Testing of Wadsworth City School District Students (revised)
y)	Policy 5780	Student/Parent Rights (revised)
z)	Policy 6110	Grant Funds (revised)
aa)	Policy 6111	Internal Controls (revised)
bb)	Policy 6112	Cash Management of Grants (revised)
cc)	Policy 6114	Cost Principles-Spending Federal Funds (revised)
dd)	Policy 6320	Purchasing and Bidding (revised)
ee)	Policy 6325	Procurement-Federal Grants/Funds (revised)
ff)	Policy 6460	Vendor Relations (revised)
gg)	Policy 6550	Travel Payment & Reimbursement/Relocation Costs (revised)
hh)	Policy 7310	Procurement-Federal Grants/Funds (revised)
ii)	Policy 7450	Property Inventory (revised)
jj)	Policy 7530.01	Cellular Phone Allowance (revised)
kk)	Policy 7530.02	Staff Use of Personal Communication Devices (revised)
ll)	Policy 7540.03	Student Technology Acceptable Use and Safety (revised)
mm)	Policy 7540.04	Staff Technology Acceptable Use and Safety (revised)
nn)	Policy 8310	Public Records (revised)
oo)	Policy 9160	Public Attendance at School Events (revised)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: December 9, 2024

3. Recommendation to approve the Memorandum of Understanding between the Wadsworth Educational Support Personnel Association OEA/NEA and the Wadsworth City School District Board of Education. (ATTACHED)
4. Recommendation to approve the Memorandum of Understanding between Wilkens Family Counseling, LLC and the Wadsworth City School District Board of Education. (ATTACHED)
5. Recommendation to approve the Midstates Recreation Quotation and Terms and Conditions. (ATTACHED)
6. Recommendation to approve the Agreement between Buehler's and the Wadsworth City School District Board of Education. (ATTACHED)
7. Recommendation to the following Change Orders between Hammond Construction and the Wadsworth City School District Board of Education: (ATTACHED)
 - a) Doors, Frames, and Hardware
 - b) Orchestra Shell & Ceiling Hoist in Auditorium
8. Recommendation to approve the Maths Circle LTD General Conditions and the Wadsworth City School District Student Data Privacy Agreement for Technology Providers between Maths Circles LTD and the Wadsworth City School District Board of Education. (ATTACHED)
9. Recommendation to approve a first reading of new Wadsworth City School District Policy 2265, Protections of Individual Beliefs, Affiliations, Ideals, or Principles of Political Movements and Ideology. (ATTACHED)
10. Recommendation to approve the Educational Service Center of Northeast Ohio Cooperative Purchasing Consortium Rosetta Stone for Schools (Silver) Agreement between the Educational Service Center of Northeast Ohio and the Wadsworth City School District Board of Education for the period of January 6, 2025 through December 31, 2025. (ATTACHED)
11. Recommendation to approve the Wadsworth City School District Board of Education Independent Contractor Agreement for Non-STRS/SERS Covered Services between Nicole Regula and the Wadsworth City School District Board of Education for the period of November 25, 2024 through June 30, 2025. (ATTACHED)

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: December 9, 2024

12. Recommendation to approve the following courses to be offered as options to students at Wadsworth High School, starting in the 2025-2026 school year:
 - a) Home/Car Maintenance
 - b) Sports in American History Since 1865
 - c) Choir: Encore
 - d) Choir: Rising Sound
 - e) Choir: New Edition
 - f) Choir: Royal Sensations
 - g) Choir: Rhythm in Red
13. Recommendation to rename the Applied Algebra Course at Wadsworth High School as Algebra I, effective the 2024-2025 school year.
14. Recommendation to approve the following revised 2024-2025 Student Handbooks:
 - a) Wadsworth Middle School
 - b) Wadsworth High School
15. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education (**ATTACHED**)

VOTE: Yea – Beck, Batey, Gordon, Stevens
Nay – None

Motion Carried,

ITEMS OF THE TREASURER

24-12-137 Upon the recommendation of Treasurer Beeman, the motion was made by **Gordon**, seconded by **Batey**, to adopt the Action Items of the Treasurer from the December 9, 2024, Regular Meeting, as presented:

A. ACTION ITEMS

1. Recommendation for the Wadsworth City School District Board of Education to renew its membership in the Ohio School Boards Association for calendar year 2025.
2. Call for the 2025 organizational meeting of the Wadsworth City School District Board of Education to be held January 6, 2025, at 6:00 p.m. in the Wadsworth High School Performing Arts Center and to appoint Jill Stevens as President Pro Tem to open the meeting.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: December 9, 2024

3. Recommendation to accept the financial reports as presented and subject to audit.

VOTE: Yea – Batey, Gordon, Stevens, Beck
Nay – None

Motion Carried,

LEGISLATIVE UPDATE

AMANDA

GORDON: Nothing to report.

BOARD MEMBER ITEMS

24-12-138 The motion was made by **Gordon**, seconded by **Batey**, to adopt the Board Member Items Ratification of Resignations from the December 9, 2024, Regular Meeting, as presented:

A. Ratification of Resignations

1. John Johnson (retire 06/01/2025)
2. Laura Nagy (retire 07/01/2025)

VOTE: Yea – Batey, Gordon, Stevens, Beck
Nay – None

Motion Carried,

CONNOR

GAUGLER: Around the School

- To all seniors, the Free Application for Federal Student Aid, or the FAFSA is now open. This form determines a student's eligibility for Federal financial aid in post-high school institutions. If students or parents have any questions, they can contact our advisor from College Now, Mr. Stuff, for help.
- Sophomores will be wrapping up their visits to the Career Tech programs later this week, where they will go to Copley this Tuesday to explore programs like Vet Tech and Culinary Arts.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: December 9, 2024

- As we approach our last week before midterms and finals, the High School has a holiday-themed spirit week from today until this Friday. Students can participate in various themed days, from pajama day to white out to show their holiday spirit and school pride.
- Last Saturday, our Student Council shopped for an Adopt-a-Family and had the chance to make the holidays more special for those in our community.
- From next Wednesday, December 18, to next Friday, December 20, students will have their midterm exams throughout the school. Please check Dr. Suber's email for the schedule.
- On January 9, during the delayed start from 8:30 to 9:15 am, WHS AP teachers will be holding an AP informational day. This is an opportunity for students, parents, and guardians to learn more about specific AP programs for the upcoming school year.

Fine Arts

- Last Thursday through Saturday, Wadsworth Off Broad Street players presented *A Christmas Carol*. Great job to all those involved.
- Just two Saturdays ago, the WHS Art Club finished painting a community mural at Alter Care in Downtown Wadsworth. This mural depicted a forest that helps those in the memory care unit see nature even in the winter.
- Last Friday kicked off our Show Choir's community performances, and their Christmas Choir Concert is already sold out for this upcoming Thursday and Friday.
- Good luck to our Jazz band, who will be performing for the Chamber of Commerce this Wednesday.

Sports

- Mr. Lynn and Mr. Humrischouser brought back the intramural basketball league, with games happening all throughout the month of December.
- Overall, winter sports have all started competition by now, and congratulations to our Swim Team, with both the boys' and girls' teams winning their dual meet against Twinsburg last Wednesday.
- Congratulations to our Wrestling Team, who finished first out of thirteen teams at the Wayne Invitational last weekend.

Wished everyone a happy holiday season and safe travels. Looking forward to seeing everyone again in 2025.

**JULIE
BATEY:**

Announced the Cleveland Cavs Wadsworth Night Out with WHS choir singing the national anthem. Congratulated the Wheelchair Basketball team for their win this past Saturday. Wished best of luck to all of the schools that participated in the Adopt-a-Family Program.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: December 9, 2024

TIM

BECK: Encouraged all families to take advantage of all the wonderful opportunities for students and “hang in there” during this very busy time of year. Congratulated the Drama Department on the recent performance of The Christmas Carol. Good luck to all students on midterms.

AMANDA

GORDON: Congratulations to the enterprising students at Lincoln on their recent project. Enjoyed watching the live stream of the WHS Marching Band in the Philadelphia parade on Thanksgiving Day. Wished best of luck to all students on the midterms.

JILL

STEVENS: Recognized Mrs. Claypool and Mrs. Reeves on their enterprising day. Toured Intermediate School, and commented that it is looking good. Congratulated the WHS Bowling team.

Amanda Gordon left the meeting at 7:45 p.m.

EXECUTIVE SESSION

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

- A. ***To consider one or more, as applicable, of the check-marked items with respect to a public employee or official:***
 - 1. Appointment
 - 2. ***Employment***
 - 3. *Dismissal*
 - 4. *Discipline*
 - 5. Promotion
 - 6. Demotion
 - 7. Compensation
 - 8. Investigation of charges/complaints (unless public hearing requested).
- B. ***To consider the purchase of property for the public purposes or for the sale of property at competitive bidding.***
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Regular Meeting

Date: December 9, 2024

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

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

EXECUTIVE SESSION

24-12-139 The motion was made by **Batey**, seconded by **Beck**, to enter Executive Session at **7:48** p.m.

VOTE: Yea – Stevens, Beck, Batey
Nay – None

Motion Carried,

EXECUTIVE SESSION recessed at **8:32** p.m.

ADJOURNMENT

24-12-140 The motion was made by **Stevens**, seconded by **Batey**, to adjourn at **8:32** p.m.

VOTE: Yea – Stevens, Beck, Batey
Nay – None

Motion Carried,

(Signed) _____
Jill Stevens, President

(Attested) _____
Douglas D. Beeman, Treasurer

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING

MONDAY, JANUARY 6, 2025

IMMEDIATELY FOLLOWING THE ORGANIZATIONAL MEETING THAT STARTS AT 6:00 P.M.
JAMES R. MCILVAINE PERFORMING ARTS CENTER AT WADSWORTH HIGH SCHOOL
625 BROAD STREET

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Motion for Approval and Signing of Revised Minutes from the January 3, 2024 Organizational Meeting**
- IV. Administrative Discussion Items, Presentations, and Updates**
 - A. School Board Recognition Month
- V. [Public Participation](#)**
- VI. Administrative Items**
 - A. Personnel Consent Items
 - 1. Employments (Recommendations are contingent upon each individual receiving his/her license from the Ohio Department of Education prior to the start of the 2024-2025 school year, with a license effective date of July 1, 2024, if he/she does not already have the said license and successfully meeting all other pre-employment requirements of the board.)
 - a) Non-teaching Employees
 - (1) Donna Kilbert, eff. 1/8/2025
 - (2) Karla Sayre, eff. 1/7/2025
 - b) Classified Substitutes

(1) Darla Jenkins, eff. 12/12/2024

c) Supplemental Contracts

- (1) Michelle Cole, Princess Academy Camp Worker
- (2) Kalyn Davis, Princess Academy Camp Director
- (3) Michael Kuethe, WHS Esports Coach (Winter Season)
- (4) Debbie Lake, Princess Academy Camp Worker

d) Volunteers

- (1) Antonia Angello
- (2) Michael Blamble
- (3) Kevin King
- (4) Justina Kline
- (5) Robert Kline
- (6) Derek Knack
- (7) Elisha Knack

e) Anthony Boytim, Home Instructor, eff. 12/16/2024

2. Recommendation to enact a partial Reduction in Force (RIF), per Section 12.01 of the *Collective Bargaining Agreement* between the Wadsworth Educational Support Personnel Association OEA/NEA (WESPA) and the Wadsworth City School District Board of Education, of two and one-half (2.5) hours for Darla Jenkins, aide, effective February 7, 2025

B. Action Consent Items

1. Recommendation to accept the following donations:

- a) Complete 283 GM engine, valued at \$500, from Mr. Bruce Acker
- b) 2002 Ford Ranger from Mr. Colin Downey
- c) \$18,000 anonymous donation

2. Recommendation to determine the following student is impractical to transport for the 2024-2025 school year:

- a) Rocco Stecz, to St. Hilary School

3. Recommendation to approve the following overnight trips:

- a) High school girls basketball team to Berlin, Ohio, leaving January 19, and returning January 20, 2025
- b) High school choir to Orlando, Florida, leaving January 14, 2026, and returning January 19, 2026

4. Recommendation to approve the Agreement for Excess Cost for Children with Disabilities Pursuant to Sections 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F) between the Cloverleaf Local Board of Education and the Wadsworth City School Board of Education for the 2024-2025 school year
5. Recommendation to approve the Contract for Handicapped and Nonhandicapped Pupils (SF-14PD Reporting) Pursuant to O.R.C. 3327.04 and 3313.64(C)(4) between East Muskingum Local Schools and Wadsworth City Schools for the 2024-2025 school year
6. Recommendation to approve a second reading and adoption of new Wadsworth City School District Board of Education Policy 2265, Protections of Individual Beliefs, Affiliations, Ideals, or Principles of Political Movements and Ideology
7. Recommendation to approve the Wadsworth City School District Independent Contractor Agreement between Wadsworth Community Radio and the Wadsworth City School District Board of Education for the period of January 1, 2025 through December 31, 2025
8. Recommendation to approve the Addendum to IXL Learning Terms of Service for the Wadsworth City School District between IXL Learning, Inc. and the Wadsworth City School District Board of Education, effective December 20, 2024
9. Recommendation to approve the Hudl Organization Terms of Service, the Hudl Hardware Terms of Sale, the Hudl Acceptable Use Policy, and the Hudl Privacy Policy, effective December 20, 2024
10. Recommendation to approve the Wadsworth City School District Student Data Privacy Agreements for Technology Providers, effective December 20, 2024, between the following:
 - a) IXL Learning, Inc. and the Wadsworth City School District Board of Education
 - b) Agile Sports Technologies, Inc. (DBA Hudl) and the Wadsworth City School District Board of Education
11. Recommendation to approve a first reading of revised Wadsworth City School District Board of Education Policy 5136, Personal Communication Devices
12. Recommendation to approve the College Credit Plus Memorandum of Understanding School Year 2025-2026 between Kent State University and the Wadsworth City School District Board of Education
13. Recommendation to approve the Water Bottle Filling Station Acquisition Agreement for Entities Arranging for Installation on Their Own between the Medina County

Combined General Health District (MCHD) and the Wadsworth City School District
Board of Education

VII. Items of the Treasurer

A. Action Consent Items

1. Recommendation to approve the estimated revenue and expenses FY26 and submit them to the Medina County Budget Commission
2. Recommendation to reappoint David Bartiromo to the Wadsworth Public Library Board of Trustees for a seven-year term beginning January 1, 2025, and ending on December 31, 2031

VIII. Legislative Update

IX. Board Member Items

A. Ratification of Resignations

1. Rachael Hantzsche, retirement, eff. 8/18/2025
2. David Hausch, eff. 1/2/2025
3. Brittany Heddlesten, eff. 12/19/2024
4. Deborah Kasminsky, retirement, eff. 6/1/2025
5. Carol Kettenbauer, eff. 1/8/2025
6. Paul Taylor, eff. 1/1/2025

X. Executive Session

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

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

1. Appointment
2. Employment ✓
3. Dismissal
4. Discipline
5. Promotion
6. Demotion
7. Compensation

8. Investigation of charges/complaints (unless public hearing requested)

- B. To consider the purchase of property for the public purposes or for the sale of property at competitive bidding
- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action
- D. Preparing for, conducting or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

E. Matters required to be kept confidential by federal law or rules or state statutes

- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law

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

XI. Adjournment

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. Public participation is governed by Board Bylaw 0169.1 - Public Participation at Board Meetings.

Upon request to the Superintendent, the District shall make reasonable accommodation for a disabled person to be able to participate in this activity.

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Meeting
January 6, 2025**

Agenda Detail Sheet

III. Board of Education Meeting Minutes

The revision to the January 3, 2024 organizational meeting minutes reflect the correct the minutes to accurately reflect the following agenda item that the Board of Education approved at the said meeting:

- X. Appoint Treasurer or His Designee as the Board of Education's Public Records Designee and Authorize Training by the Attorney General's Office as Prescribed by House Bill 9

The minutes that were originally approved at the Board of Education's January 6, 2024 special meeting did not include "or His Designee."

VI. Administrative Items

A. Personnel Consent Items

1. Employments

a) Non-teaching Employees

(1) Donna Kilbert: Ms. Kilbert is being recommended to fill the crossing guard position at Lincoln Elementary School which was left open when Ms. C. Kettenbauer resigned.

(2) Karla Sayre: Ms. Sayre is being recommended to fill the bus driver float position which was left open when Mr. Tony Indovina accepted another position within the district.

B. Action Consent Items

6. Second Reading and Adoption of New Board of Education Policy: The second reading and adoption of new Wadsworth City School District Policy 2265, Protections of Individual Beliefs, Affiliations, Ideals, or Principles of Political Movements and Ideology, being recommended for approval is recommended by our policy provider, Neola, and is required to comply with the recent enactment of [Ohio House Bill 214](#).

7. Independent Contractor Agreement (Wadsworth Community Radio): The Independent Contractor Agreement between the Wadsworth City Board of Education

and Wadsworth Community Radio being recommended for approval will allow our school district to continue to partner with Wadsworth Community Radio.

8. **IXL Learning, Inc. Documents:** The Addendum to IXL Learning Terms of Service for the Wadsworth City School District between IXL Learning, Inc. and the Wadsworth City School District Board of Education, effective December 20, 2024, being recommended for approval will allow our school district to continue to utilize the IXL Learning, Inc. program for student use.
9. **Hudl Documents:** The Hudl Organization Terms of Service, the Hudl Hardware Terms of Sale, the Hudl Acceptable Use Policy, and the Hudl Privacy Policy, effective December 20, 2024, being recommended for approval will allow our athletic teams to continue to use Hudl programs.
10. **Student Data Privacy Agreements for Technology Providers:** The Wadsworth City School District Student Data Privacy Agreements for Technology Providers, effective December 20, 2024, between the companies listed below accompany action consent item numbers 8 and 9 above and detail the student data privacy requirements found in Ohio Revised Code that the companies will follow.
 - a) IXL Learning, Inc. and the Wadsworth City School District Board of Education
 - b) Agile Sports Technologies, Inc. (DBA Hudl) and the Wadsworth City School District Board of Education
11. **First Reading of Revised Board of Education Policy:** The first reading of revised Wadsworth City School District Board of Education Policy 5136, Personal Communication Devices, being recommended for approval reflects the changes that resulted from both [Ohio House Bill 250](#) and discussion by the Wadsworth City School District Board of Education at their September 9, October 14, November 18, and December 9, 2024 meetings.
12. **Kent State University Memorandum of Understanding:** The College Credit Plus Memorandum of Understanding School Year 2025-2026 between Kent State University and the Wadsworth City School District Board of Education being recommended for approval details the responsibilities of each party.
13. **Medina County Combined General Health District (MCHD) Agreement :** The Water Bottle Filling Station Acquisition Agreement for Entities Arranging for Installation on Their Own between the Medina County Combined General Health District (MCHD) and the Wadsworth City School District Board of Education being recommended for approval details the responsibilities of each party for the water bottle filling stations that are being provided by the MCHD to our school district. Each school in our district will receive a filling station, per the Agreement.

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Organizational Meeting

Date: January 3, 2024

The Wadsworth City Board of Education met in Organizational Session on Wednesday, January 3, 2024, at **7:00** P.M at James R. McIlvaine Performing Arts Center, 625 Broad Street.

OATH OF OFFICE TO NEWLY-ELECTED BOARD MEMBERS

Treasurer Beeman administered the Oath of Office to **Jill Stevens** and **Tim Beck**.
(ATTACHED)

CALL TO ORDER

PLEDGE OF ALLEGIANCE / ROLL CALL

Present	Batey, Beck, Gordon, McComas, Stevens
Absent	0
Administrators	2
Staff	2
Visitors	6

Student Liaison Tyler Blum - Absent

24-1-01 ELECTION OF BOARD PRESIDENT

Stevens was nominated by **Gordon** to serve as President of the Board. There were no other nominations. The motion was made by **Gordon**, seconded by **McComas**, to close nominations.

Roll Call – Beck, Gordon, McComas, Stevens, Batey
No vote necessary

24-1-02 ELECTION OF BOARD VICE-PRESIDENT

Gordon was nominated by **McComas** to serve as Vice President of the Board. There were no other nominations. The motion was made by **McComas**, seconded by **Gordon**, to close nominations.

Roll Call – Gordon, McComas, Stevens, Batey, Beck
No vote necessary

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Organizational Meeting

Date: January 3, 2024

SWEARING-IN OF NEW OFFICERS

Treasurer Beeman administered the Oath of Office to **President Stevens** and **Vice President Gordon**. (ATTACHED)

24-1-03 SET DATES AND TIMES FOR 2024 REGULAR MEETINGS

The motion was made by **Gordon**, seconded by **McComas**, to establish the 2024 Board Meeting dates as the second Monday of each month at 7:00 P.M., except:

- No July 2024 meeting.
- November 2024 meeting will be Monday, November 18, 2024.

VOTE: Yea - McComas, Stevens, Batey, Beck, Gordon
Nay - None

Motion Carried,

24-1-04 ESTABLISH SERVICE FUND FOR 2024

The motion was made by **Gordon**, seconded by **Batey**, to establish a service fund for 2024 in the amount of \$6,000.

VOTE: Yea - Stevens, Batey, Beck, Gordon, McComas
Nay - None

Motion Carried,

24-1-05 PUBLIC RECORDS DESIGNEE

The motion was made by **Batey**, seconded by **Gordon**, to appoint Treasurer Beeman or His Designee as Public Records Designee and authorize training by the Attorney General's Office as prescribed by House Bill 9.

VOTE: Yea - Batey, Beck, Gordon, McComas, Stevens
Nay - None

Motion Carried,

24-1-06 APPOINT LEGISLATIVE LIAISON TO THE OHIO SCHOOL BOARDS ASSOC.

The motion was made by **McComas**, seconded by **Beck**, to appoint **Gordon** as Legislative Liaison to the Ohio School Boards Association.

VOTE: Yea - Beck, Gordon, McComas, Stevens, Batey
Nay - None

Motion Carried,

RECORD OF PROCEEDINGS

WADSWORTH CITY BOARD OF EDUCATION

Minutes of Organizational Meeting

Date: January 3, 2024

24-1-07 REQUEST ADVANCE PAYMENT OF TAXES

The motion was made by **Gordon**, seconded by **McComas**, to authorize Treasurer Beeman to request advance payment of all available taxes collected for the year: (ATTACHED)

VOTE: Yea - Gordon, McComas, Stevens, Batey, Beck
 Nay - None

Motion Carried,

24-1-08 APPROVAL OF BOARD MINUTES

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

Regular Session December 12, 2023

VOTE: Yea - McComas, Stevens, Batey, Beck, Gordon
 Nay - None

Motion Carried,

24-1-09 ADJOURNMENT

The motion was made by **Gordon**, seconded by **Batey**, to adjourn at **7:06** p.m.

VOTE: Yea - Stevens, Batey, Beck, Gordon, McComas
 Nay - None

Motion Carried,

(Signed) _____
 Jill Stevens, President

(Attested) _____
 Douglas D. Beeman, Treasurer



TOUR PROPOSAL

Every Bob Rogers Travel tour comes with these essentials:

- Motor coach operators that adhere to the strict USDOT standards for safety
- Payment options tailored to fit your group's needs and schedule (*including the option to have BRT automatically collect payments from travelers through our BRT Payments System*)
- Professional liability insurance and a consumer protection plan as recommended by the Student & Youth Travel Association
- The same high level of service and attention to detail which the company was founded on in 1981

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WE HELP YOU TAKE THEM THERE.



Founded by a former music educator, Bob Rogers Travel has been making student travel simple since 1981. Our team's singular focus is to allow you to keep yours – because when you can focus on inspiring students while we handle your trip, we all do our best work. Our team is comprised of educators, musicians and travel professionals. Together, we've planned over 6,000 memorable student travel experiences.

Founded by
a music
educator in
1981

Over
9,000
trips with
700,000
students

Over
500
successful
international
trips

every trip is
custom
no two trips
are alike

Contact **Todd Wessel** at (800) 373-1423 ext. 223 or twessel@bobrogerstravel.com

VALID THRU 1/5/2025

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Since
1981



TOUR PROPOSAL

TOUR FEATURES

MOTOR COACH

- 4 - 56 passenger motor coach(es)
- Local Motor Coach Transportation as needed per the Itinerary
- Gratuities for your motor coach driver(s)
- Gratuities for your motor coach driver(s)

HOTEL

- 3 Nights' accommodations at Home2 Suites Orlando at Flamingo Crossings Town Center
- Breakfast at hotel
- Hotel Room for the Motor Coach Driver(s)
- All Students will pay Quad Occupancy Price (Quad Occupancy must be maximized)

SECURITY

- 2 Dedicated overnight chaperone(s)

MEALS

- 2 - \$25 Disney World Dining Cards
- 1 - \$25 Universal Orlando Gift Card

THEATER/ATTRACTION TICKETS

- 2-Park 1-Day Park-to-Park Ticket to Universal Orlando Resort
- Disney Imagination Campus Performing Arts Performance 2 Day Starter (1 park per day)
Ticket to the Walt Disney World® Resort (Workshop Only)

CLINIC

- Participation in Disney's Soundtrack Sessions: Vocal

ADDITIONAL INCLUSIONS

- BRT Payments - Online Payment System
- 7 Complimentary Director Package(s) (based on single occupancy)
- BRT Luggage Tags
- BRT Video Souvenir & Tracking/Messaging App
- 2 Onsite Company Tour Director(s)

Contact Todd Wessel at (800) 373-1423 ext. 223 or twessel@bobrogerstravel.com



TOUR PROPOSAL

TOUR PRICING

Occupancy	Paying Participants	
	170-174	165-169
Quint	\$1,460	\$1,482
Quad	\$1,488	\$1,510
Triple	\$1,565	\$1,587
Double	\$1,636	\$1,658
Single	\$1,930	\$1,954

Non-inclusions/Options

- Meals stated at student cost
- Rental costs for chairs, stands, instruments or keyboards for performances/clinics (BRT can assist in arranging the rental of these items)
- TripMate offers a specially priced Enhanced Trip Protection which includes a CFAR* (Cancel For Any Reason) feature for BRT travelers. *CFAR coverage covers 75% of the nonrefundable trip cost. Trip cancellation must be made with BRT 2 days or more prior to scheduled departure. Traveler must "opt in" to this plan within 14 days of initial deposit to be eligible for CFAR coverage. This benefit is not available for residents in New York.
- Bob Rogers Travel Drawstring Bag for each tour participant

****DISNEY TICKET PRICING:** The above pricing is based on estimated 2026 ticket pricing. BRT will revisit the quote when ticket pricing has been released, which may result in a price change.

Contact **Todd Wessel** at (800) 373-1423 ext. 223 or twessel@bobrogerstravel.com

VALID THRU 1/5/2025

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Associations



- Student Youth Travel Association (SYTA)
- National Tour Association (NTA)
- Official Sponsor of Music for All
- American Bus Association (ABA)
- American Choral Directors Association (ACDA)
- Members of 25 State Music Associations
- Official Sponsor of Make-A-Wish
- Producer of the Thanksgiving Parade of Bands

Accolades

- Top Producer for Broadway.com (since 2010)
- Top Producer for the Chicago Symphony Orchestra (since 2013)
- A Disney Youth Programs PremEar Travel Planner
- Top Producer for Disney Performing Arts OnStage at Walt Disney World (since 2011)
- Top Producer for Festival Disney (since 2014)
- Universal Orlando Resort Preferred Youth Travel Planner



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For exemplary leadership and achievement within the student travel industry providing quality experiences and demonstrating business integrity, while embracing and promoting the Magic of Disney.



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TODAY
"TODAY!" Award

it takes to make an impact in the group travel industry—today.

Presented to an
ABA member
demonstrating
that it has what

Disney
**IMAGINATION
CAMPUS**

PERFORMING ARTS
TOP PRODUCER

Financial Protection and Insurance

When you travel with BRT your investment is protected

- Professional liability insurance
- Optional Trip Cancellation Insurance
- Consumer Protection Plan

Trip Payment Made Simple

We've streamlined the registration and payment process to make leading your trip simple and seamless. **It's as easy as 1-2-3:**

Here's What Directors Love:

Our system **saves you dozens of hours** in the trip planning process.

Online management means **you never have to collect** payments or keep separate records.

It's a breeze to apply **fundraising, booster money and crowdfunding!**

Automated reminders and alerts do the follow-up for you.

Records can be **easily exported**, should your administration or bookkeepers need them.

They're **confident** in our platform powered by Stripe, which has earned the highest grade of payment processing security.

Our **online dashboard centralizes everything** in an easy-to-use hub.

1



Online Registration

You'll start by sending out a link to your trip page. There, in just a few minutes, adults can complete registration for their student travelers. With a few short clicks, they'll submit all the required information – without you collecting a thing.

2



Online Payments

Next up, families can easily pay online and customize their payment preferences. They can set up an easy-to-manage payment schedule, create multiple parent accounts if they need them, and more. Fundraising, booster money and even crowdfunding can be applied here, too!

3



Online Management

This is the best part! You can access your trip dashboard to see who's registered, who's paid and who hasn't – then sort, filter and message any family you need to, completely online.



BRT Bob Rogers Travel

To learn
more, **visit
us online:**



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Payments

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Trip Donations

FAST. EASY. ONLINE.



Donate to Lucas McClure For Their Trip!

Lucas McClure is looking to travel on the trip Chicago 2025 and would appreciate your help with a donation.

Destination

Chicago, IL

Travel Dates

Apr 05-06, 2025

Remaining amount

\$850

Donate now



Friends, relatives and other supporters can now contribute money that will be immediately applied to the trip balance of a student traveler.

Donations can be made with a just a few clicks, and it's now part of every trip you book with Bob Rogers Travel!

With Trip Donations by BRT Payments...

- **More students can travel.** At BRT, we're committed to helping as many students as possible to enjoy the life-changing benefits of travel, and this is one more way to do that.
- **Your trip is more likely to happen.** When more students are able to travel, that means your trip is less likely to have to cancel.
- **You'll have less fundraising to do.** We're already seeing great results as we roll out this new feature, with some students receiving hundreds of dollars in donations. This reduces the overall fundraising burden.

It's Easy as 1-2-3!

1

After your trip deposit is paid, students and parents will receive a link they can share via email, social media, or however they like.

2

Then, anyone can safely donate to that student's trip by following a few simple steps. Donors can choose the amount they'd like to contribute, and, if they prefer, they can do so anonymously.

3

Donations will immediately appear on the traveler's payment timeline.
It's that easy!

Today
PAID

\$50.00

Donated by Janielle Mason



BRT *Bob Rogers Travel*

To learn more, **contact your BRT Travel Consultant.**



GroupCollect Plan Comparison

Schedule of Insurance Benefits	Maximum Benefit Amount	Standard Plan F561S	Enhanced Plan F561E
Cancel For Any Reason Benefit*	75% of Non-Refundable Trip Cost		✓
Trip Cancellation**	up to 100% of the non-refundable insured Trip Cost	✓	✓
Single Supplement	included	✓	✓
Trip Interruption**	up to 100% of the non-refundable insured Trip Cost	✓	✓
Single Supplement	included	✓	✓
Additional Trip Interruption	Included under Trip Interruption benefit Maximum	✓	✓
Travel Companion Hospitalization	up to \$150 Per Day, Limited to 5 Days	✓	✓
Missed Connection	\$500	✓	✓
Trip Delay	up to \$150 Per Day, to a Maximum of \$750	✓	✓
Accident & Sickness Medical Expense	\$25,000	✓	✓
Dental Expense Sublimit	\$750	✓	✓
Medical Evacuation & Repatriation of Remains	\$100,000	✓	✓
Additional Medical Evacuation:	included	✓	✓
Transportation Of Children/Child	included	✓	✓
Bedside Visit Transportation to Join You	included	✓	✓
Political or Security Evacuation & Natural Disaster Evacuation	\$25,000	✓	✓
Baggage and Personal Effects	\$1,500	✓	✓
Passport, Visa or Other Travel Documents Replacement	\$100	✓	✓
Credit Card Charges and Interest	\$50	✓	✓
Per Article Limit	\$300	✓	✓
Items Subject to Special Limitations	\$600 Maximum Combined	✓	✓
Baggage Delay	\$300	✓	✓
	Up to \$50 to expedite the Return	✓	✓

*Not available to NY Residents. Additional terms apply.

**Benefits are only payable if trip is cancelled/interrupted due to a covered peril.

Plan	Rate
Standard (F561S) For Trips Under \$299	4.55% of Trip Cost \$14
Enhanced (F561E) For Trips Under \$299	7.60% of Trip Cost \$23

Contains Insurance and Non-Insurance Assistance Services.

CANCEL FOR ANY REASON BENEFIT* - If You cancel Your Trip for any reason not otherwise covered by this Plan, benefits will be paid for 75% of the unused, forfeited, prepaid non-refundable Payments or Deposits You paid for Your Trip provided: a) Your payment for this Plan is received within 14 days of the date Your initial Payment or Deposit for Your Trip is received; and b) You cancel Your Trip no later than 2 days prior to the Scheduled Departure Date of Your Trip. This Cancel for Any Reason Benefit does not cover the failure of the Retail Travel Supplier to provide the bargained-for Travel Arrangements due to cessation of operations for any reason. These benefit(s) will not duplicate any other benefits payable under the plan or any coverage(s) attached to the plan.

TRIP CANCELLATION - Protects the unused, forfeited, prepaid non-refundable Payments or Deposits for the Travel Arrangements You purchased for Your Trip in the event You have to cancel due to a covered reason.

TRIP INTERRUPTION - Provides You with a reimbursement for the unused, forfeited, prepaid non-refundable Payments or Deposits for land or water Travel Arrangements for Your Trip, plus the Additional Transportation Cost paid, if Your Trip is interrupted for a covered reason.

MISSED CONNECTION - Provides You with a reimbursement for the unused, forfeited, prepaid non-refundable Payments or Deposits paid to the Travel Supplier for the land or water Travel Arrangements You purchased for Your Trip, plus the additional transportation cost to join Your trip, if You miss Your Trip departure because Your arrival at the Trip destination is delayed for 3 consecutive hours or more for a covered reason.

TRIP DELAY - Assists with Reasonable Expenses incurred when You are delayed 8 consecutive hours or more while en route to or from or during the course of Your Trip for a covered reason.

ACCIDENT & SICKNESS MEDICAL EXPENSE - Provides Medical Expense benefits for a covered Sickness or covered Injury incurred while on Your Trip.

MEDICAL EVACUATION & REPATRIATION OF REMAINS - Among other things, this reimburses transportation expenses incurred to transport you to the nearest medical facility where treatment is available if you incur a sickness or injury that is acute, severe or life threatening during Your Trip.

POLITICAL OR SECURITY EVACUATION & NATURAL DISASTER EVACUATION - Can cover reasonable Political or Security Evacuation or reasonable Natural Disaster Evacuation expenses and Related Costs incurred for Your transportation, if You must interrupt Your Trip for a covered Political or Security Event or Natural Disaster Event and while traveling outside Your Home Country.

BAGGAGE & PERSONAL EFFECTS - Provides reimbursement when your Baggage or personal belongings are damaged, destroyed, lost or stolen during Your Trip.

BAGGAGE DELAY - Provides reimbursement for the purchase of reasonable additional clothing and personal articles purchased by You if Your Baggage is delayed or misdirected by a Common Carrier for at least 12 consecutive hours or more.

Waiver of the Pre-Existing Medical Condition Exclusion: exclusion for Pre-Existing Condition will be waived provided: (a) Your payment for this Plan is received within 14 days of the date Your initial Payment or Deposit for Your Trip is received; and (b) You are medically able and not disabled from travel at the time Your plan cost is paid based on assessment of a Physician.

*See back for exclusions & limitations.

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- Locate Travelers
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- Easily Create Sub-Groups
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- No phone #s or Email Addresses



Help Manage Your Trip

Group Photo Gallery

- Share pictures with the Group
- Download to Any Device
- Send to Family & Friends

Share Documents

- Itineraries
- Safety Protocols
- Checklists
- Unlimited PDFs, Excel, Docs

It's a Keepsake Souvenir

Plus ⁺
Storytelling videos
Made from YOUR GROUP'S Pictures

To Have for a Lifetime

- ✓ **Service included with your trip!**
Nothing more to pay. Just share your photos during your tour, and we do the rest.
- ✓ **Everyone on the trip**
receives access to download the group's keepsake video & photos.
- ✓ **Share the video** with parents and students to promote your next trip!

BRT
Bob Rogers Travel
Your group will be creating memories of a lifetime.

They are worth keeping, and why we made this part of your trip. We hope you enjoy your trip and the lifetime of memories.

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How it Works:

Private. No emails or phone numbers needed.

1.

We provide you with a username & password to login to our app and website to upload trip photos.

2.

Your group uploads photos from our app or website while and/or after you travel. Family at home can login and follow along.

3.

We create your video from the edited photos. Both can only be accessed with your group's username & password.

4.

We send users a notification to view the keepsake videos and all the photos that were shared by everyone to download to keep for a lifetime.



Directors receive everything on a USB Flash Drive

Benefits

Directors:

The video reinforces the educational purpose of your trip and can be used to promote future trips.

Travelers:

Relive their once-in-a-lifetime experience and enjoy a keepsake video for years to come!

Those at Home:

Virtually travel along at home during the trip by viewing the shared photos and see the wonders of travel.

www.grouptravelvideos.com

**WADSWORTH HIGH SCHOOL VOCAL MUSIC
MRS. KALYN DAVIS, CHOIR DIRECTOR
DESTINATION: ORLANDO, FLORIDA
DATES: JANUARY 14-19, 2026**

**SUGGESTED ITINERARY
AS OF
NOVEMBER 27, 2024**

WEDNESDAY, JANUARY 14

- 4:45 PM (4) deluxe, 56 passenger motor coaches from Anderson Coach Company will arrive at Wadsworth High School to begin loading:
625 Broad Street, Wadsworth, OH 44281 Phone 330-335-1400
- 5:30 PM Depart for **Orlando, FL**. (Estimated # of miles: 1,040. Total drive time estimate 21 hours: 16 hours have been allotted for drive time, plus 5 hours for rest stops, driver change, breakfast, and lunch stops.)
- Breakfast and Lunch in route – student cost.

THURSDAY, JANUARY 15

*****Meet your (2) Tour Directors at the hotel to coordinate your hotel check in.*****

- 3:30 PM **Hotel Check In: Home2 Suites by Hilton Orlando Flamingo Crossings**
341 Flagler Avenue, Winter Garden, FL 34787 (407) 993-3999
Time to check in and freshen up.
- 4:45 PM Board (4) **local Orlando Coaches** and depart for Disney Springs
- 5:15 PM Drop off at the Disney Springs drop off area behind the Cirque du Soleil Stadium.
- 5:30 PM **Dinner at your own expense in Disney Springs**

(Continued)

THURSDAY, JANUARY 15 (Cont.)

- 6:45 PM **Visit Disney Springs at the Walt Disney World Resort:** Disney Springs is a themed retail, dining and entertainment center inspired by Florida's charming waterfront towns, historic architecture, and natural beauty. With over 150 different stores, restaurants and entertainment, Disney Springs is one of the most exciting destinations of its kind in Central Florida.
- 9:10 PM Meet at the group drop off area **behind the Cirque du Soleil Stadium** and form bus groups please.
- 9:15 PM **Board the local Orlando coaches and depart for the Hotel**
- 9:45 PM Return to the hotel to for the evening.
3 Private Security Guards on duty – 10:30 PM-5:30 AM

FRIDAY, JANUARY 16

- 6:45 AM **Breakfast at the hotel.**
- 8:15 AM Board coaches & depart for **Disney's Magic Kingdom**
- 9:00 AM Arrive at the Transportation and Ticket Center (aka – TTC) and go through security clearance. Following security check point, you have a choice to take a ferry boat or monorail to get to the entrance to the Magic Kingdom. The Magic Kingdom & the TTC are separated by the Seven Seas Lagoon.
- 9:00 AM Spend the day experiencing the **Magic Kingdom!** Capture the enchantment of fairy tales with exciting entertainment, classic attractions, backstage tours and beloved Disney Characters with seven whimsical lands. Be sure to hit visit attractions as **Mickey's PhilharMagic, Pirates of the Caribbean, Space Mountain, Splash Mountain, Haunted Mansion, Big Thunder Mountain Railroad, Buzz Lightyear Space Ranger Spin, Seven Dwarfs Mine Ride, Peter Pan's Flight, Jungle Cruise, and the classic It's a Small World.**

Lunch in park on your own at student cost

(Continued)

FRIDAY, JANUARY 16 (Cont.)

Dinner: \$25 Disney Dining Card for each tour participant

- 9:00 PM **Enjoy the new nighttime spectacular “Disney Enchantment” Evening Show!**
Created to launch with the “World’s Most Magical Celebration” to celebrate Disney’s 50th Anniversary, this evening extravaganza will take you on journey filled with adventure, wonder, and empowerment. The show will feature music, enhanced lighting, stunning fireworks, and for the first time, immersive projection effects that extend from the Cinderella Castle down Main Street, U.S.A. (Based on 2025 schedule – show is 15 minutes)
- 9:15 PM Exit the park in chaperone groups immediately after the evening show and take the Disney Monorail or Ferry Boat to the Transportation & Ticket Center.
- 10:15 PM Board coaches and depart for hotel.
- 11:15 PM Return to your hotels for the evening.
- 3 Private Security Guards on duty – 10:30 PM-5:30 AM**

SATURDAY, JANUARY 17

- 7:00 AM **Breakfast buffet at the hotel**
- 8:15 AM Board coaches and depart for **Hollywood Studios.**
- 9:00 AM Enjoy behind-the-scenes glimpses of Hollywood-style action with live shows, thrilling attractions, and backstage tours. Highlights include the, **Star Tours: The Adventure Continues, Toy Story Mania, Twilight Zone Tower of Terror, Rock ‘n’ Roller Coaster Starring Aerosmith,** and the **Indiana Jones Epic Stunt Spectacular.**
- TBA Depart for Disney workshop location
- | | |
|--------|---|
| TBA AM | Wadsworth HS Choir to participate in Disney’s “Soundtrack Sessions: Vocal Workshop” Workshop. Record an excerpt from a Disney animated feature film’s soundtrack and learn audition skills, vocal techniques, and more under the guidance of a professional Disney vocalist. (workshop is 2.5 hrs.) (based on availability) |
|--------|---|
- TBA Return to Disney Park

(Continued)

SATURDAY, JANUARY 17 (Cont.)

Lunch at student cost

Dinner: \$25 Disney Dining Card

9:00 PM Meet at the group parking area in chaperone groups. Board coaches & depart for hotel.

9:45 PM Return to the hotel.

3 Private Security Guards on duty – 10:30 PM-5:30 AM

SUNDAY, JANUARY 18

6:45 AM **Breakfast buffet at the hotel**

8:00 AM Load motor coaches and board the motor coaches. (Hotel Check Out)

8:30 AM Depart for the Universal Orlando Resort.

9:00 AM Arrive at the group parking lot at Universal Orlando Resort.

9:15 AM **Visit Universal Studios Theme Park and the Islands of Adventure Theme Park**

Islands of Adventure Theme Park: Enjoy the **Wizarding World of Harry Potter**: experience **Hogwarts Express**, the **Flight of the Hippogriff** (a more family friendly coaster that takes you on a fun ride over the Hogwarts grounds), or **Harry Potter and the Forbidden Journey** (join Harry and his friends on a thrilling new state-of-the-art attraction that will bring the magic, characters, and stories of Harry Potter to life in ways you've never before experienced). Other attractions include: **The Amazing Adventures of Spider Man, Incredible Hulk Coaster, Jurassic Park River Adventure, Eighth Voyage of Sinbad, Poseidon's Fury, Doctor Doom's Fearfall, and more.**

Lunch: on own

(Continued)

SUNDAY, JANUARY 18 (Cont.)

Universal Studios Theme Park: Take a ride aboard the **Hollywood Rip Ride Rockit**, enjoy the **E.T. Adventure**, crash through Krustyland with the **Simpsons Ride**, join Gru, his daughters, and the mischievous Minions on a heartwarming and hilarious 3-D ride in the **Despicable Me Minion Mayhem**, protect the Earth from aliens in **Men In Black Alien Attack**, join our heroes on an all new adventure that puts you in the story between the Oscar-winning film "Shrek" and "Shrek 2" in the **Shrek 4-D** attraction, prepare for the greatest battle you'll ever ride in an ultra-immersive, next generation thrill ride that blurs the line between fiction and reality on **Transformers: the Ride – 3D**, plunge into darkness on **Revenge of the Mummy**, or experience **Harry Potter and the Escape from Gringotts**.

6:00 PM **Dinner: \$25 Universal Dining Card**

9:00 PM Walk to the motor coach parking lot as a group.

9:30 PM Board the motor coaches.

10:00 PM **Depart for Wadsworth, Ohio.**

(Estimated # of miles: 1,020. Total drive time estimate 21 hours: 16 hours have been allotted for drive time, plus 5 hours for rest stops, driver change, breakfast, and lunch stops.)

Breakfast and Lunch in route – student cost.

MONDAY, JANUARY 19 (Martin Luther King, Jr. Day)

7:00 PM Arrive at **Wadsworth High School**.

Note: Itinerary subject to change based on Disney performances, workshop scheduling, park show schedules, park hours of operation for Walt Disney World Resort, and park hours for Universal Orlando Resort Parks.

**CONTRACT FOR CHILDREN WITH DISABILITIES
OPEN ENROLLMENT**

**AGREEMENT FOR EXCESS COST FOR CHILDREN WITH DISABILITIES
PURSUANT TO SECTIONS 3313.981 O.R.C., 3323.14 O.R.C., and RULE 3301-48-02(F)**

District of Attendance

The Cloverleaf Local Board of Education hereby enters into a contract (pursuant to Section 3313.981 O.R.C., 3323.14 O.R.C., and Rule 3301-48-02(F)) for the student(s) listed below with the Wadsworth City School Board of Education (District of Residence) for educational purposes for the school year of 2024 - 2025.

The Wadsworth City School Board of Education (District of Residence) hereby agrees to pay to the Cloverleaf Local School Board of Education (District of Attendance) for each of the listed pupil(s), an amount equal to the excess cost, if any, pursuant to Section 3323.14 of the Ohio Revised Code.

The Cloverleaf Local Board of Education (District of Attendance) acknowledges that pupil(s) listed below will be reported in EMIS pointing back to the school district of residence and counted in the ADM of the District of Residence, pursuant to 3317.03 O.R.C. The Ohio Department of Education will make an adjustment deducting the per pupil formula aid amount times the FTE of pupils from the resident districts SF-3 and credit the attending district. The excess cost amount shall be calculated in accordance with the data submitted to the Ohio Department of Education on Form SF-6. We hereby accept the pupil(s) listed below to our schools on terms described above.

Name of Student

Address of Student

[REDACTED]

[REDACTED] Wadsworth, OH 44281

[REDACTED]

District of Attendance Superintendent Signature

12/18/24

Date

District of Attendance Treasurer Signature

12/19/2024

Date

District of Residence

We hereby acknowledge and approve the above listed pupil(s) to your schools on the terms described above for the school year 2024 – 2025.

District of Residence Superintendent Signature

Date

District of Residence Treasurer Signature

Date

CONTRACT FOR HANDICAPPED AND NONHANDICAPPED PUPILS (SF-14PD REPORTING)

Pursuant to ORC 3327.04 and 3313.64 (C)(4)

Educating District

The **East Muskingum Local Schools** (Educating District) hereby enters into a contract for admission (pursuant to Section 3327.04 ORC) of the student(s) listed below with the **Wadsworth City Schools** (Resident District) for educational purposes for the 2024-25 school year.

The **Wadsworth City Schools** (Resident District) hereby agrees to pay the **East Muskingum Local Schools** (Educating District) for each of the listed pupil(s) an amount equal to the per diem rate for **East Muskingum local Schools** (Educating District).

The **East Muskingum Local Schools** (Educating District) acknowledges that the pupil(s) listed below are not to be included in its ADM certification, but will be claimed in the ADM of the District of Residence, pursuant to 3317.03 ORC.

Name and SSID # of Student

1. [REDACTED]

[REDACTED]

12/18/24

Educating District Superintendent Signature

Date

[REDACTED]

12/18/24

Educating District Treasurer Signature

Date

Resident District

We hereby acknowledge and approve above listed pupil(s) as enrolled in your schools on the terms described above for the 2024-25 school year.

Resident District Superintendent Signature

Date

Resident District Treasurer Signature

Date

Book	Policy Manual
Section	Ready for Production November 2024
Title	PROTECTIONS OF INDIVIDUAL BELIEFS, AFFILIATIONS, IDEALS, OR PRINCIPLES OF POLITICAL MOVEMENTS AND IDEOLOGY
Code	po2265
Status	

2265 - PROTECTIONS OF INDIVIDUAL BELIEFS, AFFILIATIONS, IDEALS, OR PRINCIPLES OF POLITICAL MOVEMENTS AND IDEOLOGY

The Board of Education is committed to establishing a school and work environment that supports the free exchange of ideas and allows employees and students to maintain their own beliefs, affiliations, ideals, political opinions, and ideology without fear of repercussion.

To that end, the Board will not solicit or require employees or job applicants to affirmatively ascribe to or express opinions about specific beliefs, affiliations, ideals, principles concerning political movements, or ideology. The Board shall not use statements of commitment to specific beliefs, affiliations, ideals, or principles concerning political movements or ideology as part of any evaluation criteria for employees or job applicants, or as a factor in determining an employee's career advancement, assignment, or job benefits.

Likewise, the Board shall not solicit or require current or prospective students who seek enrollment in the District to affirmatively ascribe to specific beliefs, affiliations, ideals, or principles concerning political movement or ideology, nor will the District use any statements of commitment to specific beliefs, affiliations, ideals, or principles concerning political movements or ideology to evaluate the student's academic performance.

The Board maintains its authority to take disciplinary and other types of action against employees and students who violate State and Federal laws, including anti-discrimination laws, in accordance with Board Policy, administrative guidelines, ~~() the provisions of an adopted collective bargaining agreement, [END OF OPTION]~~ and the student code of conduct where applicable.

Nothing in this policy is intended to modify or limit an educator's academic freedom, or an educator's ability to research or write publications about specific beliefs, affiliations, ideals, or principles concerning political movements, ideology, or social actions.

This policy shall not prohibit, limit, or restrict the Board's authority to consider a job applicant's scholarship, teaching, or subject matter expertise in the applicant's given field of study, nor does it limit the Board's authority to offer an established character education program.

The Board shall make all policies, District guidance, and training materials used for students and employees on all matters regarding specific beliefs, affiliations, ideals, or principles concerning political movements or ideology publicly available unless such documents or materials contain protected legal communications or guidance.

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Legal	R.C. 3313.207, .208, .209
	R.C. 3319.614
	R.C. 5104.0112

WADSWORTH CITY SCHOOL DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made by the Wadsworth City Board of Education ("Board") and Wadsworth Community Radio ("Contractor") (collectively "Parties").

WHEREAS, the Contractor has expertise in providing services 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 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 it has the necessary expertise, licenses, permits, and capability to provide the services and covenants to furnish its best skill and judgment in performing the services as set forth herein.
- c. The Contractor's duties shall be as follows:
 - The Contractor's duties shall be as follows:
 - Provide live coverage of Wadsworth High School home football games and select post-season games;
 - Provide live coverage of Wadsworth High School home boys' and girls' basketball games and select post-season games;
 - Provide Wadsworth High School coach interviews throughout the school year;
 - Provide coverage of Wadsworth High School Sports Hall of Fame ceremonies and inductee interviews throughout the school year;
 - Provide Wadsworth High School sports reports in news breaks throughout the week;

- Promote Wadsworth City Schools Art and Music events and provide recording or live coverage of select events;
- Provide coverage of Wadsworth City School District news;
- Provide live coverage of Wadsworth High School commencement;
- Provide opportunities for students in the Four Cities Compact Media Communications program to learn about careers in the field of radio communications, including the potential for students to produce a show(s) in the Wadsworth Community Radio studios; and
- Promote Four Cities Compact programs and events throughout the school year.

2. TERM

This Agreement shall begin on January 1, 2025 and end December 31, 2025. This Agreement shall not renew unless agreed to in writing by the Contractor and the Board, pursuant to a board resolution.

3. COMPENSATION

The Board shall pay the Contractor \$2,500.00 quarterly, for a total of \$10,000.00 during the term of the Agreement. Payment will be made upon receipt of an invoice from the Contractor. Invoice should be sent to:

Wadsworth City School District
Treasurer's Office
524 Broad Street
Wadsworth, OH 44281

Or to
invoices@wadsworthschools.org

4. INDEPENDENT CONTRACTOR RELATIONSHIP

- a. The Board and the Contractor acknowledge that the Contractor is acting as an independent contractor and nothing contained herein shall be construed to create the relationship of employer and employee or principal and agent between the Board and the Contractor. The Board is relying on the Contractor's own training and expertise to provide the services in a competent, efficient, professional and satisfactory

manner. Neither Party shall have authority to create, alter, or amend any agreement or representations on behalf of the other Party or to incur liabilities on behalf of the other Party.

- b. The Contractor shall assume sole responsibility for the payment or withholding of all federal, state or local income taxes, Social Security taxes, and unemployment taxes 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 its employees, agents and subcontractors under this Agreement. Moreover, the Contractor solely assumes responsibility for compliance with the Fair Labor Standards Act, including, but not limited to, minimum wage and overtime requirements. Further, the Contractor shall indemnify and hold the Board harmless from any claims covered by this Paragraph pursuant to Paragraph 7 of this Agreement.

5. ADHERENCE TO APPLICABLE POLICIES AND LAWS

The Contractor agrees that it will adhere to all applicable Board policies, guidelines, and standards, including, without limitation, all safety guidelines and programs, 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. The Contractor further agrees that its staff will adhere to all applicable Board policies and regulations regarding proper behavior on Board premises and treatment of Board property. The Contractor further agrees to pay all costs for any damage to any Board property caused by the Contractor's staff.

6. NONDISCRIMINATION

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

7. INDEMNIFICATION

The Contractor will defend, indemnify and hold the Board, its current and former employees, agents, officers, administrators and each of them, 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 by and care given by the Contractor in providing the services under this Agreement, as well as any losses, costs and attorneys fees incurred in

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

The Board will defend, indemnify and hold the Contractor, its current and former employees, agents, officers, administrators and each of them, harmless from any and all claims, liabilities, actions, suits, damages and/or losses of whatsoever nature sustained and/or incurred by the Contractor in connection with the provision of services under this Agreement when such claims, liabilities, actions, suits, damages and/or losses are in connection with, or arise out of the negligent acts or omissions or willful misconduct of the Board, its agents, employees or students to the extent permitted by law. The Board's obligations under this section of this Agreement shall not exceed the amount provided by insurance purchased by Board for this purpose or the amount appropriated by Board for this purpose; whichever is greater. In no case, shall any of the Board's members, officers, employees, contractors, agents, or other individuals be considered personally liable for indemnifying and holding harmless the Contractor under the terms of this Agreement.

8. LIABILITY INSURANCE

At all times during the term of this Agreement, the Contractor shall maintain and keep in full force and effect, liability insurance, at its sole cost, as follows: Professional liability insurance, \$1,000,000.00 per occurrence. The Contractor shall provide the Board with a certificate or certificates of insurance evidencing compliance with the Paragraph 12. If coverage changes, the Contractor must forward evidence of new coverage within ten (10) days of the change. The Board shall be named as Additional Insured for all policies except workers' compensation. The insurances shall be carried by insurance companies authorized and licensed to transact business in Ohio, as selected by the Contractor.

Contractor shall also maintain at all times during the term of this Agreement workers' compensation coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence of such coverage.

Contractor shall also maintain at all times during the term of this Agreement unemployment coverage per statutory requirements and shall provide the Board with appropriate certificate(s) evidence of such coverage.

9. 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:

Tom Stugmyer
102 Main Street #101
Wadsworth, OH 44281

If to the Board:

Andrew Hill
524 Broad St.
Wadsworth, OH 44281

10. TERMINATION

This Agreement may be terminated without cause by either Party on thirty (30) calendar days 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. Additionally, the Board may terminate this Agreement immediately and without penalty if the Contractor engages in illegal conduct or other conduct that is contrary to the educational mission of the Board.

11. GOVERNING LAW

The laws of the State of Ohio shall govern this Agreement with venue in Medina County, Ohio. If any provisions of this Agreement are invalid or inoperative under law, the remaining provisions of this Agreement shall continue in full force and effect.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties, and supersedes any previous agreements they may have made, whether orally or in writing.

13. BENEFIT AND ASSIGNMENT

This Agreement may not be assigned or subcontracted by either Party without the prior written consent of the other Party.

14. AMENDMENT

Except as otherwise provided herein, this Agreement shall not be amended except in writing signed by both Parties hereto and this Agreement may not be discharged except by performance in accordance with its terms or by writing signed by the Party to be charged. However, if the Board is required to amend the Agreement pursuant to a change in the Ohio Department of Education guidelines or other federal, state, or local health, safety, or civil rights law, it is agreed that this Agreement can be amended pursuant to such mandate by the Board without written consent of the Contractor.

15. WAIVER OF BREACH

The waiver by any Party of breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof, or as to any Party hereto.

16. SURVIVAL

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Board and the Contractor shall survive the completion of services hereunder and the termination of this Agreement, including without limitation provisions on indemnity.

17. COUNTERPARTS

This Agreement may be signed by the Parties hereto in counterparts, and, taken together, shall constitute one and the same Agreement. This Agreement shall be binding when executed by both Parties.

18. SUNSHINE LAW COMPLIANCE

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 to the law.

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



Contractor*

12/12/24

Date

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

WADSWORTH CITY
BOARD OF EDUCATION

By _____
President (In his/her official capacity only)

Date

And by _____
Superintendent (In his/her official capacity only)

Date

And by _____
Treasurer (In his/her official capacity only)

Date

Attachments: Board Resolution No. _____

R.C. 5705.41 and R.C. 5705.412 Certificate

We certify that the Board 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 Board 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 year 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.

Treasurer
(In his/her official capacity only)

Superintendent
(In his/her official capacity only)

Date

Date

Board President
(In his/her official capacity only)

Date

**ADDENDUM TO IXL LEARNING TERMS OF SERVICE
FOR WADSOWRTH CITY SCHOOL DISTRICT**

IN CONSIDERATION of the mutual promises by IXL Learning, Inc. ("IXL") and Wadsworth City School District ("you") in this Addendum, IXL and you agree to the following changes to IXL's Terms of Service ("TOS"), as follows:

1. **Section 4 (GENERAL ACCOUNT INFORMATION), the paragraph titled "Quotes and Proposals"** is amended to read as follows:

"Any quotes or proposals provided by IXL are valid only for a limited time and are effective only with the agreement of the relevant parties. Quotes and proposals may be withdrawn by IXL at any time in its sole discretion. Quotes and proposals may include information that is proprietary and confidential to IXL and to the maximum extent permitted by law may not be disclosed to anyone other than their intended recipient."

2. **Section 4 (GENERAL ACCOUNT INFORMATION), the paragraph titled "Payments"** is amended to read as follows:

"School accounts have the option to make payment by credit card, check, or other methods at IXL's discretion (contact us for details). Payment must be received by IXL no later than 30 days after IXL issues an invoice. If IXL does not receive payment within 30 days, the invoice is past due and IXL reserves the right to suspend access to the affected school account(s) and take collection action. Suspension of an account does not relieve the account-holder of its obligation to pay for the account. IXL reserves the right to charge a late fee in the amount of 1% per month or the maximum permitted by law."

3. **Section 6 (MEMBERSHIP AND BILLING FOR ACCOUNTS WITH AUTOMATIC RENEWAL)** is deleted in its entirety.

4. **Section 11 (INDEMNITY)** is deleted in its entirety.

5. **Section 13 (NOTIFICATION PROCEDURES AND MODIFICATIONS TO AGREEMENT)** is amended to add the following:

"The Terms of Service dated March 11, 2024 and the addendum signed for the district shall remain in effect for the term of this agreement. Any updates will be reviewed upon renewal."

6. **Section 18 (LIMITATION OF LIABILITY), the first paragraph,** is amended to read as follows:

"TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL IXL, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED COLLECTION, ACCESS TO, STORAGE OR ALTERATION OF YOUR

TRANSMISSIONS OF DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE."

7. **Section 21 (GOVERINING LAW AND VENUE)** is amended to replace "San Mateo County" with "Medina County" and "California" with "Ohio."
8. **Section 22 (ARBITRATION)** is amended to replace "San Mateo County" with "Medina County" and "California" with "Ohio."
9. **Section 25 (GENERAL TERMS)** is amended to read as follows:

"This Agreement, together with any amendments and any additional agreements you may enter into with IXL relating to the Service, shall constitute the entire agreement between you and IXL and govern your use of the Service, superseding any prior agreements between you and IXL. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. This Agreement may only be superseded by a signed, notarized writing executed by an officer of IXL. The failure of IXL to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement remain in full force and effect. Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action is known. We might make versions of this Agreement or one or more of our Policies available in languages other than English. If we do, the English version of this Agreement and any such Policies will govern our relationship and the translations are provided for convenience only and will not be interpreted to modify the English version of this Agreement or such Policies.

The Terms of Service and Privacy Policy in effect at the time this agreement is signed shall remain in effect until this agreement is terminated. You shall have the opportunity to review any updates upon renewal."

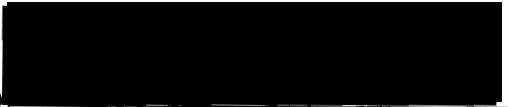
10. All remaining terms of the TOS remain in full force and effect. Capitalized terms used but not defined in this Addendum shall have the same meaning as ascribed to them in the TOS.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their authorized representatives, effective as of the date first set forth below.

IXL LEARNING, INC.

By 
Its: Chief Executive Officer
Date: 

WADSWORTH CITY SCHOOL DISTRICT

By 
Its: Treasurer
Date: 12/20/24

Organization Terms of Service

These Organization Terms of Service (the "**Organization Terms**") govern Organization's and its Authorized Users' access to and use of the Products and Content. As part of these Organization Terms, Organization agrees, on behalf of itself and its Authorized Users, to comply with Hudl's Acceptable Use Policy (the "**AUP**"). The Organization Terms, the AUP, and any applicable Orders, collectively form a binding agreement (the "**Agreement**") between Organization and Hudl. This Agreement is entered into between Organization and Hudl as of the Effective Date. This Agreement is effective between Organization and Hudl as of, the earlier of, the date of Organization accepting this Agreement or using the Products (the "**Effective Date**").

If you are not an Organization or Authorized User, the Hudl Site Terms describe and govern your use of and access to the Hudl Site. You are also subject to the AUP. Capitalized terms used but not defined in context have the meaning given to them in Section 18.

The parties hereby agree as follows:

1. Products

1.1. Products. Hudl will deliver the Products as described in the Order. Hudl will (a) provide applicable standard support for the Products to Organization at no additional charge; (b) use commercially reasonable efforts to make the online Services and Content available 24 hours a day, 7 days a week, excluding (i) planned downtime, (ii) emergency maintenance, and (iii) unavailability caused by Force Majeure Events, and (c) provide the Products in accordance with Applicable Law, subject to Organization's and its Authorized User's use of the Products in accordance with this Agreement.

1.2. Software and Services. Hudl grants Organization and its Authorized Users a limited, non-exclusive, non-sublicensable and non-transferable right to access and use the object code form of the Software and Services for Organization's internal use during the applicable Subscription Term, subject to the terms of this Agreement. Subscriptions to Software include all updates to such Software during the Subscription Term, and such updates are deemed Software. Hudl is under no obligation to provide support for previous releases or versions of Software after 12 months from the date Hudl publicly released the newest version of such Software.

1.3. Content. Any Content available to Organization via the Software or Services is provided "as-is" and for Organization's internal organization use in the amateur sport industry only, which may include scouting, education, coaching tutorials, and/or sport analysis. If Organization owns or otherwise holds any underlying Intellectual Property Rights in any Content, Organization hereby grants Hudl and its Affiliates and each of their service providers a license to all such Intellectual Property Rights in such Content to use, hold, maintain, reproduce, modify, and distribute such Content for use by users of Hudl's and its

Affiliates' products and services and to host and provide such Content on such products and services. Organization agrees that it will download Content only as permitted by the Platform and will delete and immediately stop using such downloaded Content upon the conclusion of the Subscription Term for the applicable Product(s).

1.4. Hardware. Hudl will provide any Hardware to Organization subject to the terms of the Order and the applicable Product Specific Terms described in Section 7.

2. Use of Products

2.1. Subscriptions. Unless otherwise provided in the Order, (a) Organization purchases the Services and/or Software as a subscription for the term stated in the applicable Order or in the applicable online purchasing process ("**Subscription Term**"); (b) subscriptions for Services and/or Software that are added during a Subscription Term may be prorated for the portion of that Subscription Term remaining at the time the subscriptions are added, and (c) additional subscriptions may terminate on the same date as the underlying subscriptions.

2.2. Organization Responsibilities. As between Hudl and Organization, Organization is responsible (a) for its Authorized Users' use of the Products and Content and their compliance with this Agreement; (b) for the accuracy and quality of, and its right to use and provide to Hudl and its Affiliates, all Organization Data; (c) for using commercially reasonable efforts to prevent unauthorized access to or use of the Products and Content and to notify Hudl promptly of such unauthorized access or use; and (d) for using the Products and Content only in accordance with this Agreement and Applicable Law. Any use of the Products or Content in breach of the foregoing by Organization or its Authorized Users that, in Hudl's judgment, abuses or threatens the security, integrity, or availability of any services of Hudl or its Affiliates, may result in immediate suspension of Organization's or an Authorized User's access to the Products and/or Content; provided that, Hudl will use commercially reasonable efforts under the circumstances to provide Organization with notice and an opportunity to remedy such violation or threat prior to any such suspension.

2.3. Restrictions. Except to the extent expressly permitted by this Agreement, Organization will not and Organization will not allow its Authorized Users to, directly or indirectly (a) copy, modify, duplicate or create derivative works from, create improvements of, frame, mirror, republish, download, display, transmit or distribute all or any portion of any Product or Content in any form or media or by any means or attempt to do any of the foregoing; (b) rent, lease, lend, sell, sublicense, assign, distribute, display, disclose, publish, transfer or otherwise commercially exploit, or otherwise make available any Product or Content to any third party, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; (c) reverse engineer, disassemble, decompile, decode, or adapt any Product, in whole or in part, or otherwise attempt to derive or gain access to the Source Code of any Product, in whole or in part; (d) bypass or breach any security device or protection used by any Product or access or use the Products other than by an Authorized User using only the access credentials specifically allocated to that Authorized User; (e) input, upload, transmit

or otherwise provide to or through the Products, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code; (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner the Products, Hudl's systems or Hudl's provision of services to any third party; (g) remove, delete, alter or obscure any trademarks or disclaimers, or any copyright, trademark, patent or other Intellectual Property Rights or other proprietary rights notices from any Products or any other Hudl materials, including any copy thereof and any Content; (h) access or use the Products or Content in any manner or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of any third party, or that violates any Applicable Law; (i) use download acceleration tools, download management software, or otherwise abuse access to any Product in a way that strains or harms Hudl's systems; (j) broadcast, resell, publish, redistribute the Content or otherwise use or make the Content public or otherwise accessible by anyone other than Authorized Users; or (k) use the Content in any way other than for Organization's internal organization use in the amateur sport industry, which may include scouting, education, coaching, tutorials, and/or sport analysis.

2.4. Storage. There may be storage limits associated with Products purchased by Organization. Organization's account is allocated a specific amount of storage capacity as described in Hudl's product-specific documentation. Exceeding any applicable storage capacity is prohibited and may prevent Organization from adding more video, content, or data to Organization's account. Additional storage may be available for purchase.

2.5. Third-Party Integrations. Hudl may make available, through certain Products, functionality ("**Third-Party Integration**") that allows Organization to configure such Products to integrate with or obtain data from a software or service provided by a third party ("**Third-Party Service**"). The terms "Products", "Services", and "Software" do not include any Third-Party Service, or any data obtained by Organization through any Third-Party Integrations. Further, any data obtained by Organization through a Third-Party Integration shall be deemed to be "Organization Data". Notwithstanding anything herein to the contrary, Hudl is not responsible or liable to Organization or any third-party with respect to the functionality, changes to the features or specifications, or availability of any Third-Party Service or any data obtained through any Third-Party Integrations and further Hudl makes no representation or warranty with respect to any Third-Party Integration, or any data obtained through a Third-Party Integration or with respect to any Third-Party Service. Organization agrees that it is solely responsible for complying with any agreement Organization may have with the provider of, or any terms of service for, a Third-Party Service with which Organization uses Third-Party Integrations.

3. Organization Data

3.1. Generally. As between Hudl and Organization, Organization owns all right, title, and interest in and to the Organization Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, quality, content, use and all other aspects of the Organization Data.

3.2. Protection of Organization Data. Hudl will implement and maintain reasonable and appropriate administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Organization Data.

3.3. Data Requests. When Organization requests any data uploaded by its Authorized Users, Hudl will follow the procedures delineated in its Privacy Policy.

3.4. Messages. The Products may contain messaging and other interactive features that allow Authorized Users to post, submit, publish, display, or transmit to other Authorized Users within a Team or Organization certain content or materials on or through the Products (“**Messages**”).

4. **Grants to Hudl.** Organization hereby grants the following license rights to Hudl and its Affiliates:

4.1. Public Content: the non-exclusive, worldwide, sublicensable (through multiple tiers), transferable (only pursuant to Section 16.4), royalty-free, fully paid up, perpetual and irrevocable right and license to use, reproduce, publicly perform, publicly display, transmit, distribute, aggregate, translate, alter, modify, and create derivative works of the Public Content, including any Intellectual Property Rights in the Public Content, in any and all media, whether now or hereafter known or devised, and by any and all technologies and means of delivery, whether now or hereafter known or devised, for any and all purposes. This license shall survive the termination of this Agreement.

4.2. Private Content: the non-exclusive, worldwide, sublicensable (through multiple tiers), transferable (only pursuant to Section 16.4), royalty-free, fully paid up right and license to process, host, copy, display, distribute, and otherwise use the Private Content solely to the extent necessary to provide the Products to and support for Organization or as may be required by Applicable Law.

5. **Video Sharing**

5.1. Organization-controlled Public Game Video Sharing. The Services include the capability for Organization, at its option and in its sole discretion, to share Practice Video or Public Game Video with other Organization-designated customers of Hudl and its Affiliates (“**Video Recipients**”). Organization acknowledges and agrees that Hudl and its Affiliates shall not be responsible for the acts or omissions of any Video Recipients with respect to such Practice Video or Public Game Video and that the copy of such Practice Video or Public Game Video that is shared with any Video Recipients will be deemed to be Shared Data.

5.2. Open Exchange Video Services. If Organization purchases, accesses, or uses any Open Exchange Services or otherwise authorizes Hudl or its Affiliates to add any particular Public Game Video to any Services, via the Platform (whether by use of features in the Services or in writing), Organization acknowledges and agrees that its Public Game Video will be added to Hudl’s and its Affiliates’ library of content available to users of their products and services and the particular copy of the Public Game Video added to the

content library will be deemed to be Shared Data. Subject to the terms of this Agreement, Organization hereby grants to Hudl and its Affiliates a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable, transferable (only pursuant to Section 16.4) and perpetual license and right to derive and generate data from such Public Game Video and use such data.

6. Intellectual Property

6.1. Hudl Technology. Organization acknowledges and agrees that Hudl and its Affiliates retain all right, title and interest (including all Intellectual Property Rights) in and to the Software, Services, Content and Platforms and all right, title, and interest in and to all Intellectual Property Rights in Hudl Hardware; and any and all related and underlying technology, websites, and documentation with respect to any of the foregoing; data generated by Hudl or its Affiliates or suppliers pursuant to Section 5.2; Usage Data; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated in any of the foregoing (collectively, "**Hudl Technology**"). Except for the express limited rights set forth in this Agreement, no right, title, or interest in any Hudl Technology is granted to Organization. Further, Organization acknowledges and agrees that for any Services offered as online, hosted solutions, Organization has no right to obtain a copy of the underlying computer code (whether object code or Source Code) for such Services and for any Software. Notwithstanding anything to the contrary, Hudl and its Affiliates may use Feedback for any purpose without further approval or acknowledgement, and Organization hereby irrevocably assigns to Hudl all rights in such Feedback throughout the universe in perpetuity.

6.2. Usage Data. Notwithstanding anything to the contrary in this Agreement, Hudl and its Affiliates may collect and use Usage Data to develop improve, support, and operate their products and services; provided that they may not share any Usage Data that includes Organization's Confidential Information with a third party other than their service providers except to the extent that the Usage Data is aggregated and anonymized such that neither Organization nor any individual or Authorized User can be identified.

7. **Product Specific Terms**. In addition to these Organization Terms, the below-described terms ("**Product Specific Terms**") apply if Organization is purchasing or using any of the Products listed below.

7.1. Hudl Assist. Hudl Assist is an add-on Service to the Hudl subscription service that allows Organization to receive information and data, including in-depth reports, from Public Game Video featuring Organization's teams or scout video featuring Organization's direct competitors. If Organization or its Teams use Hudl Assist, the Hudl Assist Terms also apply to such use.

7.2. Hudl Hardware

7.2.1. *Hudl Hardware Terms*. Any Hardware, other than Pilot Hardware, provided to Organization by Hudl is subject to the Hudl Hardware Terms.

7.2.2. Hudl Focus Terms of Service. Hudl Focus is a smart camera that captures and uploads games and practices to Hudl. If Organization or its Teams purchase or use Hudl Focus, the Hardware Terms, and the Hudl Focus Terms of Service also apply to such use.

7.3. Hudl Streaming. The Hudl Streaming Service includes, among other things, streaming, audio and video publishing software, hosted content distribution tools, and technological feature subscriptions. If Organization or its Teams purchase or use the Hudl Streaming Service, the Hudl Streaming Terms also apply to such use.

7.4. Hudl Ticket Terms. Organization may permit the purchase and use of Hudl Tickets through the Services, subject to Organization's agreement to the Hudl Ticket Terms.

8. **Pilot Products**. Hudl sometimes releases products and features that Hudl is still testing and evaluating. Any Pilot Products provided by Hudl to Organization are subject to the Pilot Terms and Conditions (the "**Pilot Terms**"). Organization is under no obligation to use any Pilot Products.

9. Notice and Procedure For Making Claims of Copyright Infringement

9.1. The AUP describes the procedure for making claims of copyright infringement.

10. Payment

10.1. Fees; Taxes. Organization will pay Hudl the Fees as specified in the Order or applicable Invoice. Except as otherwise specified in the Order or applicable Invoice, (i) Fees are based on Products purchased and not actual usage; (ii) payment obligations are non-cancellable and Fees paid are nonrefundable (except as provided in Section 12.3), (iii) quantities purchased cannot be decreased during the Term; and (iv) Fees are due as set forth on the Invoice unless otherwise set forth in the Order. All Fees and other amounts payable under this Agreement are exclusive of any taxes, levies, duties, or similar government assessments of any nature, including without limitation, sales, use, value-added, or withholding taxes (collectively, "**Taxes**"). If applicable, all Taxes will be added to Invoices at the appropriate rate and are payable by Organization in full without any set-off, counterclaim, deduction, or withholding, unless Organization provides Hudl with a valid tax exemption certificate authorized by the appropriate taxing authority.

10.2. Purchase Orders. If Organization issues a purchase order upon entering into an Order or receiving an Invoice from Hudl, then (i) any such purchase order submitted by Organization is for Organization's internal purposes only, and Hudl rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they purport to add to or conflict in any way with this Agreement or the applicable Order, and such additional or conflicting terms will have no effect; (ii) any such purchase order shall be for the total Fees owing under the applicable Order; and (iii) on request, Hudl will reference the purchase order number on its Invoices (solely for administrative convenience), but only if Organization provides the purchase order at least ten (10) business days prior to the

issuance of the Invoice and requests that the Invoice include such purchase order number by emailing: billing@hudl.com.

10.3. Suspension of Products and Acceleration. If any charge owing by Organization under this or any other agreement is more than fifteen (15) days overdue, Hudl may, without limiting its other rights and remedies and where permitted by Applicable Law, accelerate Organization's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and/or suspend access to the Products until such amounts are paid in full, provided that, Hudl will give Organization at least ten (10) days' prior notice that its account is overdue before suspending services to Organization.

10.4. Payment Disputes. Hudl will not exercise its rights under Section 10.3 if Organization is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute, as determined in Hudl's reasonable discretion.

11. Confidentiality

11.1. Definition. "**Confidential Information**" means any information relating in any manner to the business and/or affairs of Hudl (and its Affiliates) or Organization which may be communicated, disclosed, or otherwise made available to the other party under or in connection with this Agreement, including information consisting of or relating to technology, trade secrets, know-how, business operations, plans, strategies, and customers.

11.2. Exclusions. Confidential Information does not include information that: (a) is or becomes publicly known through no fault of, or breach of this Agreement by, the receiving party or its Representatives; (b) was in the receiving party's lawful possession prior to the time of being disclosed or made available in connection with this Agreement; (c) is lawfully disclosed to the receiving party by a third party without an obligation of confidentiality; or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information, which independent development can be shown by written or other documentary records. Confidential Information does not include Public Content.

11.3. Use and Disclosure Restrictions. Neither party shall use the other party's Confidential Information except as necessary for the performance of its obligations or exercise of its rights under this Agreement and shall not disclose such Confidential Information to any third party except to its Affiliates, employees and subcontractors that need to know such Confidential Information for the purpose of performing this Agreement ("Representatives"), provided that each such Representative is subject to confidentiality obligations that are at least as protective as those set forth herein. Each party shall use commercially reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such party ordinarily uses with respect to its own proprietary information of similar nature and importance and shall be responsible for any of its Representatives' non-compliance with the terms of this Section 11. The foregoing obligations shall not restrict either party from disclosing the Confidential Information of the other party: (a) as required by Applicable Law, including applicable public record laws, provided that, to the extent permitted by

Applicable Law, the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; (b) on a confidential basis to its legal or financial advisors; (c) pursuant to any disclosure process, procedure or obligation under any securities exchange on which the capital stock of that party and/or any of its Affiliates may be listed from time to time; and/or (d) on a confidential basis to present or future providers of venture capital and/or potential private investors in or acquirers of such party, provided that each such party is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein.

11.4. Injunctive Relief. A breach, or threatened breach, by a party of its obligations under this Section would result in irreparable harm for which the other party would not have an adequate remedy at law and shall entitle a party to seek injunctive relief, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy, in addition to any other remedy to which it may be entitled.

12. Term and Termination

12.1. Term. This Agreement shall commence upon the Effective Date and shall continue until all Orders that reference these Organization Terms have expired or have terminated, unless earlier terminated as provided in this Agreement (the "**Term**"). The term of each subscription for Services, Software, and/or Content shall be as specified in the applicable Order. The Subscription Term includes the initial term and any renewal terms set forth in the applicable Order.

12.2. Termination. Without affecting any other right or remedy available to it, either party may terminate this Agreement for cause (a) if the other party materially breaches this Agreement (i) upon written notice if such breach is incapable of cure or (ii) if such breach is capable of cure, upon 30 days' written notice to the other party of such material breach if the breach remains uncured at the expiration of the notice period; or (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors, or any event which is analogous to any of the foregoing events.

12.3. Effect of Termination. If Organization terminates this Agreement pursuant to Section 12.2, Hudl will refund Organization on a pro rata basis for any prepaid Fees for the remainder of the applicable Subscription Term, calculated from the effective date of termination. If Hudl terminates this Agreement pursuant to Section 12.2, Organization will pay any unpaid Fees under any Order, which Fees shall become immediately due and payable, to the extent permitted by Applicable Law. In no event will Organization be relieved of its obligation to pay outstanding Fees for the period prior to the effective date of termination. Termination of this Agreement will also terminate all outstanding Orders hereunder without further notice. Upon termination, Organization shall immediately cease use of all Products and Content and Hudl may disable all Organization and Authorized User access to the Products.

12.4. Survival. The licenses in Sections 1.3, 4.1, 5.1, and 5.2 as well as Sections 6, 11, 12.3, 12.4, 13, 15, and 16 and those additional Sections or sub-Sections that expressly or by their nature or by implication survive termination, shall survive termination of this Agreement.

13. Warranties; Disclaimer

13.1. Hudl Warranties. Hudl represents and warrants that at all times during the Term: (i) the Services and Software will be capable of performing, in all material respects in accordance with Section 1.1; and (ii) the Services, Software, and Hudl Hardware will not contain, to Hudl's knowledge, any computer code designed to disrupt, disable, harm, or otherwise maliciously impede the operation of Organization's systems and (iii) Hudl has the right, power, and authority to enter into this Agreement. Organization acknowledges that its exclusive remedy for any breach of the warranties in this Section are those described in Sections 12.2 and 12.3.

13.2. Organization Warranties. Organization represents and warrants that: (i) Organization has the right, power, and authority to enter into this Agreement; (ii) Organization has secured and will maintain any and all rights, consents, and/or releases, including all Intellectual Property Rights, necessary to grant the rights and licenses herein, including from any Authorized Users, independent contractors, governing athletic bodies, conferences, or organizations, and parents/legal guardians of individuals that are minors; (iii) Organization Data, as incorporated into, transmitted through, or posted on the Platform or Products by Organization and Hudl, and the use or exploitation of Organization Data in accordance with the terms of this Agreement do not violate, infringe upon, or misappropriate the Intellectual Property Rights or any other right of any third party; (iv) there are no threatened or existing claims or litigation which would materially adversely affect or materially adversely impair Organization's ability to perform under this Agreement; (v) Organization has no agreement with or obligations to any third party with respect to rights granted herein which conflict or interfere with or adversely affect any of the provisions of this Agreement or the use or enjoyment by Hudl of any of the rights granted herein; and (vi) Organization has not sold, assigned, transferred, conveyed, and will not sell, assign, transfer, or convey, to any party any right, title, or interest in and to the rights granted or any part thereof, adverse to or in derogation of the rights granted to Hudl.

13.3. Disclaimer. **EACH PARTY AGREES THAT IN ENTERING INTO THIS AGREEMENT IT HAS NOT RELIED UPON ANY ADVICE, INFORMATION, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE OTHER PARTY OR ELSEWHERE AND THAT NO WARRANTY OR WARRANTIES EXIST BEYOND THOSE EXPRESSLY STATED IN THIS AGREEMENT. ORGANIZATION ACKNOWLEDGES AND AGREES THAT NON-HUDL HARDWARE IS SUBJECT TO SEPARATE WARRANTIES PROVIDED BY ITS MANUFACTURER(S) AND THAT THE WARRANTIES IN SECTION 13.1 DO NOT APPLY, AND HUDL STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO NON-HUDL HARDWARE. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS AGREEMENT: (A) ORGANIZATION ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE PRODUCTS AND FOR CONCLUSIONS DRAWN FROM SUCH USE; (B) HUDL AND ITS AFFILIATES SHALL HAVE NO LIABILITY OR**

RESPONSIBILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION OR CONTENT, ANY INSTRUCTIONS, SCRIPTS, OR ORGANIZATION MATERIALS PROVIDED TO HUDL OR ITS AFFILIATES BY ORGANIZATION IN CONNECTION WITH THE PRODUCTS, OR ANY ACTIONS TAKEN BY HUDL OR ITS AFFILIATES AT ORGANIZATION'S OR ITS AUTHORIZED USERS' DIRECTION; (C) NO WARRANTY OF ANY KIND THAT THE PRODUCTS OR CONTENT WILL MEET ORGANIZATION'S REQUIREMENTS IS MADE OR GIVEN; (D) ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS AGREEMENT; AND (E) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13.1, THE PRODUCTS AND CONTENT ARE PROVIDED TO ORGANIZATION ON AN "AS IS" BASIS.

14. Mutual Indemnification

14.1. Hudl's Indemnity. Hudl will defend Organization against any claim, demand, suit or proceeding made or brought against Organization by a third party alleging that the Services, Software, and/or Hudl Hardware (the "**Indemnified Products**") infringes, misappropriates, or otherwise violates such third party's intellectual property rights, and will indemnify Organization from any damages, attorney fees and costs finally awarded against Organization or agreed in settlement by Hudl resulting from such claim. If Organization's use of the Indemnified Products is, or in Hudl's opinion is likely to be, subject to an infringement claim, Hudl may, at its sole option and expense, either: (a) replace or modify such Indemnified Product(s) so that they are non-infringing and substantially equivalent in function to the enjoined Indemnified Product(s); (b) procure for Organization the right to continue using the Indemnified Product(s) under the terms of this Agreement; or, if options (a) and (b) are not commercially reasonable, (c) terminate this Agreement or the applicable Order and refund to Organization the unused Fees that Organization has prepaid for the applicable Indemnified Product(s). The foregoing indemnification obligation of Hudl will not apply to the extent the applicable claim is attributable to (1) the modification of the Indemnified Product by any party other than Hudl or if such modification is based on Organization's specifications or requirements; (2) the combination of the Indemnified Products with products or processes not provided by Hudl; (3) any use of the Indemnified Products in material breach of this Agreement; or (4) any Indemnified Product(s) provided as a free trial or under an Order or other agreement for which there is no charge.

14.4. Sole Remedy. This Section 14 sets forth each party's sole remedy with respect to any claim by a third party with respect to intellectual property infringement or misappropriation.

15. Limitation of Liability

15.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY (INCLUDING EITHER PARTY'S AFFILIATES AND HUDL'S SUPPLIERS), ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY ORGANIZATION AND ITS AFFILIATES HEREUNDER IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, BUT WILL NOT LIMIT EITHER PARTY'S PAYMENT OBLIGATIONS UNDER SECTIONS 10.1 OR 12.3.

15.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, OR REVENUES, LOSS OF REPUTATION OR GOODWILL, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED, COVER, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT IT IS PROHIBITED BY APPLICABLE LAW.

16. General

16.1. Promotion. Hudl may publicize and market Organization as a customer. Subject to Hudl's confidentiality obligations hereunder, Hudl may display on Hudl's website and in all promotional materials (irrespective of the means of exploitation) a case study or other customer usage scenario referencing or featuring Organization. Hudl may prepare and utilize testimonials of a reasonable number of Authorized Users, subject to Organization's prior consent. Organization hereby grants to Hudl, and represents to Hudl that it may grant, a non-exclusive, non-transferable, royalty-free license for Hudl to make use of Organization's name or logo during the Term on Hudl's website and in all promotional materials ~~(irrespective of the means of exploitation)~~. All such use shall inure to the benefit of Organization, and Hudl shall have no implied right to any other intellectual property of Organization except as set forth in these Organization Terms. Hudl shall use its best efforts to comply with any use guidelines that Organization provides to Hudl in writing; provided, that an inadvertent failure to comply shall not be a breach of this Agreement.

16.2. Export Controls. Organization understands that the Products may contain encryption technology controlled under U.S. export law, the export of which may require an export license from the U.S. Commerce Department. Organization will comply with all applicable export and import control laws and regulations in performance of this Agreement, including the Export Administration Regulations (codified at 15 C.F.R. §§ 730-774) promulgated by the Bureau of Industry and Security of the U.S. Commerce Department. Without limiting the foregoing, Organization will not export or re-export the Products or any media in which the foregoing is contained to any destination, for any end-use, or to any end-user restricted by U.S. export laws or regulations without complying with all applicable filing requirements and obtaining all necessary consents and licenses from the Bureau of Industry and Security or other appropriate government agency.

16.3. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee, agent, or reseller of the other party in connection with this Agreement.

16.4. Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in its entirety (including all Orders) to an Affiliate or to any successor in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all its assets or line of business. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

16.5. Governing Law and Jurisdiction. Subject to Sections 17.1 or 17.2, as applicable, this Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Ohio except for its conflict of laws provisions. The United Nations Convention on the International Sale of Goods does not apply to this Agreement. Subject to Sections 17.1 or 17.2, as applicable, venue for all disputes arising under these Organization Terms shall lie exclusively in the District Courts of the State of Ohio in Medina County or the Federal District Court of the District of Ohio (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts; provided, however, that Hudl shall have the right to commence and prosecute any legal or equitable action or proceeding before any other U.S. court of competent jurisdiction to obtain injunctive or other relief.

16.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or illegal, that provision of the Agreement shall apply with whatever modification is necessary to give effect to the intentions of the parties and the other provisions of this Agreement shall remain in full force and effect.

16.7. Waiver. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

16.8. Notices. All notices required or permitted under this Agreement shall be in writing and delivered by confirmed email transmission, by courier or overnight delivery services, or by certified mail, and in each instance shall be deemed given upon receipt. All communications to Organization, including those related to Organization's account, shall be sent to the applicable Team Admin on file. Organization shall send notices or communications intended for Hudl to the address set forth beneath Hudl's signature on the Order. In the case of notice to Hudl regarding termination Organization shall also provide a copy to the attention of Legal at legal@hudl.com. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section. Hudl will address billing-related notices to the relevant billing contact designated by Organization.

16.9. Force Majeure. Neither party will be liable to the other party if it is prevented from or delayed in performing its obligations under this Agreement (except for any payment

obligations), or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, but not limited to failure of a utility service or telecommunications network, breakdown of plant or machinery, default of suppliers or subcontractors, war, pandemic, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, act of God, fire, flood or storm (each, a **"Force Majeure Event"**); provided that the defaulting party promptly notifies the non-defaulting party of such event and its expected duration in writing.

16.10. Relationship of Parties. The parties to this Agreement are independent contractors and this Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party shall have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

16.11. Entire Agreement. This Agreement, including the applicable Order(s), constitutes the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Notwithstanding any language to the contrary therein, no terms or conditions stated in a purchase order, vendor onboarding process or web portal, or any other documentation authored and/or provided by Organization (excluding documents authored by Hudl) will be incorporated into or form any part of the Agreement unless agreed to by an authorized representative of Hudl in writing, and all such terms or conditions will be null and void. Any waiver, modification, or amendment of any provision of this Agreement shall be effective only if in writing and signed by duly authorized representatives of both parties. If there is a conflict between the Organization Terms, an Order, and the Product Specific Terms, the following order of precedence shall apply: (1) the applicable Order; (2) the Product Specific Terms, but only with respect to the Product governed by such Product Specific Terms; and (3) these Organization Terms.

16.12. Modifications. When Hudl materially updates the Platform or the way the Platform works, it may also update these Organization Terms. If that happens, Hudl will post an updated version of the Organization Terms and notify Organization of any material changes via the Organization Admin's or Team Admin's e-mail address on file. The materially revised Organization Terms will become effective upon Organization's next renewal, unless otherwise specified in the notice. Organization's continued use of the Products after the expiration of any subscription will constitute Organization's acceptance of any revised terms and conditions.

16.13. Third Party Beneficiaries. There are no third party beneficiaries under this Agreement, except for those of Hudl's Affiliates that own the Intellectual Property Rights in and to the Products and either receive a license to the Intellectual Property Rights from Organization under this Agreement or to whom Hudl may assign Intellectual Property Rights granted to it under this Agreement.

16.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. Supplemental Terms

17.1. U.S. Government Organizations. The terms of this Section 17.1 apply only if Organization is a U.S. public or government entity (or use of the Platform is for the U.S. Government):

A. Use By or For the U.S. Government. The Platform is a "commercial item," as defined at 48 C.F.R. §2.101, and constitutes "commercial computer software" and "commercial computer software documentation," as used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202 to §227.7204. This commercial computer software and related documentation is provided to end users for use, by and on behalf of the U.S. Government, with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

B. Governing Law, Venue, Publicity, and Indemnification. The sections in the Agreement addressing (i) governing law, (ii) venue, (iii) publicity, and (v) limitation of liability are hereby waived to the extent they are prohibited by federal law. If Organization is prohibited by Organization's state law from indemnifying Hudl per the terms of this Agreement, then neither party shall have indemnification obligations under this Agreement. If Hudl is prohibited by Organization's state law from limiting its liability per Section 15, then Section 15 shall not apply to either party and, unless prohibited by Organization's state law, Organization's liability to Hudl will not be limited.

17.2. State or Local Government Organizations. If Organization is a state or local government entity (such as a public school or public school district), the sections in the Organization Terms addressing (a) governing law, (b) venue, (c) Organization's indemnification of Hudl; and (d) limitation of liability, will not apply to Organization only to the extent Organization's jurisdiction's laws prohibit Organization from accepting the requirements in those sections. If Organization is prohibited by Organization's state law from indemnifying Hudl per the terms of this Agreement, then neither party shall have indemnification obligations under this Agreement. If Hudl is prohibited by Organization's state law from limiting its liability per Section 15 then Section 15 shall not apply to either party and, unless prohibited by Organization's state law, Organization's liability to Hudl will not be limited.

17.3. Educational Organizations. If Organization is a school or educator in the United States, Organization is responsible for complying with the U.S. Family Educational Rights and Privacy Act ("FERPA") and any applicable state student data privacy laws. Organization shall at least (a) notify Athletes' parents/guardians of any personally identifiable information that it will collect and share with Hudl and, if necessary (b) obtain parental/guardian consent before its Athletes sign up or use the Platform. When obtaining such consent, Organization should provide parents/guardians with a copy of Hudl's Privacy Policy, available at www.hudl.com/privacy. Organization must keep all consents on file and

provide them to Hudl upon request. If Organization is located outside of the United States, Organization shall obtain any required consents or approvals from the parent or guardian of any Athlete covered by similar laws and, as a condition to Organization's and its Athletes' use of the Platform, Organization shall comply with such laws. Hudl shall secure Organization's data in accordance with industry standards for education data.

17.4 District/League Agreement. If Organization is a school district or league entering into this Agreement on behalf of itself and/or the schools or teams in its district or league, this Agreement shall automatically apply to Organization and the schools or teams in Organization's district or league who are identified in the Order(s) referencing Organization and the schools or teams (each a "**District School**") and their use of Hudl's products and services. District Schools shall each be deemed an "Organization" for purposes of the Organization Terms, and Organization shall be responsible for District Schools' compliance with the Agreement. Organization represents and warrants that Organization has the authority to agree to the terms of the Agreement on behalf of the District Schools.

18. Definitions

18.1. "**AUP**" has the meaning given to it in the Preamble.

18.2. "**Affiliate**" means in the case of either party, any other person or entity (a) controlling, (b) controlled by or (c) under common control with, such party.

18.3. "**Agreement**" has the meaning given to it in the Preamble.

18.4. "**Applicable Law**" means all: (i) laws, statutes, regulations, decisions, rulings, government policies, enactments, or instruments (including national, regional, local, or municipal laws, regulations, or by-laws of any kind whatsoever); and/or (ii) decisions of any relevant regulator; in each case which may from time to time be in force anywhere in the world and relevant to any rights and/or obligations of either party under this Agreement.

18.5. An "**Athlete**" is any individual who has been given access to a Team's account with an 'athlete' role designation.

18.6. "**Authorized User**" means any of Organization's Athletes, Organizational Admin(s), Team Admin(s), Coaches, analysts, employees, members of its coaching staff, medical staff, team officials, students and/or any other person designated and engaged by Organization to have access to and use the Services and Software as disclosed to Hudl in writing (email to suffice).

18.7. "**Coach**" is any individual who has been given access to a Team's account with the 'coach' role designation.

18.8. **"Coach-Generated Content"** means content prepared on or uploaded to the Platform or via the Services by a Coach, including voice, drawing, and textual annotations on Public Game Video or Practice Video, playbooks, coaching presentation or testing materials, or diagrams. Coach Generated Content does not include Coach contact information or any roster data or information regarding an Athlete inputted to the Platform by Coach.

18.9. **"Confidential Information"** has the meaning given to it in Section 11.1.

18.10. **"Content"** means all Public Game Video, statistics, and data provided to Organization or made available to the Authorized Users by or on behalf of Hudl or its Affiliates, whether provided via the Software, Services, or otherwise. If Content includes any Public Game Video, information, content, statistics, or data that are identical to any Organization Data, only the copy of the Public Game Video, information, content, statistics, or data, including without limitation Public Content, provided to Organization by or on behalf of Hudl or its Affiliates shall be deemed Content.

18.11. **"Content Submission(s)"** has the meaning given to it in the Hudl Streaming Terms.

18.12. **"Effective Date"** has the meaning given to it in the Preamble.

18.13. **"Fees"** means any amounts owed by Organization, as specified in the Order or applicable Invoice for the Products, with such amounts and the bank account details for payment being specified in the Invoice.

18.14. **"Feedback"** means any comments, information, questions, survey data, data, ideas, enhancement requests, recommendations, descriptions of processes, or other information concerning the Products, whether solicited by Hudl or its Affiliates or provided by Organization or its Authorized Users without any such solicitation.

18.15. **"Force Majeure Event"** has the meaning given to it in Section 16.9.

18.16. **"Hardware"** means Hudl Hardware and Non-Hudl Hardware.

18.17. **"Highlight Video"** refers to a clip of Public Game Video created and shared by an Authorized User on the Authorized User's team and/or athlete profile.

18.18. **"Hudl"** means Agile Sports Technologies, Inc. dba Hudl.

18.19. **"Hudl Hardware"** means hardware that is manufactured by or exclusively for Hudl or its Affiliates.

18.20. **"Hudl Technology"** has the meaning given to it in Section 6.1.

18.21. **"Indemnified Products"** has the meaning given to it in Section 14.1.

18.22. **"Intellectual Property Rights"** means any and all rights related to patents, inventions, copyrights, moral rights, privacy and publicity, trademarks (and related goodwill), trade names, domain names, designs, computer software, databases, trade secrets and all other common law or statutory intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist now or will subsist in the future in any part of the world.

18.23. **"Invoice"** means an invoice issued by Hudl for the Fees for the Products pursuant to the Order.

18.24. **"Messages"** has the meaning given to it in Section 3.4.

18.25. **"Non-Hudl Hardware"** means Hardware that is not manufactured by or exclusively for Hudl or its Affiliates.

18.26. **"Open Exchange Services"** refers to the Platform or Services provided by Hudl or its Affiliates to facilitate the open exchange, sharing, access, use, and download of Public Game Video by and among Hudl, its Affiliates, customers, and third parties, including any product designated as a "League Exchange", Volleymetrics, or any other Product with functionality as described above.

18.27. **"Order"** means the Hudl-issued Quote or Order (as applicable) that has been signed by Organization and Hudl and references this Agreement.

18.28. **"Organization"** is the organization that you represent when establishing a Hudl account. If you set up an account (a) for an educational institution or (b) using an organization email address, then the Organization is the applicable educational institution or organization. If you sign up on behalf of an educational institution using a different organization email address, then the Organization is the educational institution. Either way, the Organization can change your role on the account and otherwise modify the Organization's accounts.

18.29. **"Organization Admin"** an Organization must designate an individual as the Organization administrator for its account (an **"Organization Admin"**). An Organization may designate additional Organizational Admins, each of which shall have authority described in this paragraph. The Organizational Admin has authority to make changes to the Organization's account, to remove or add other users from the Organization's account (including other Organizational Admins) and to take any other actions and obtain any other information related to the Organization. The Organization is responsible for the actions of its Organizational Admins and to update the Organizational Admins associated with its account.

18.30. **"Organization Data"** means any information, content, or data provided to Hudl by or on behalf of Organization or any Authorized User through the Products, including, without limitation, Private Content and Public Content.

18.31. **"Organization Terms"** has the meaning given to it in the Preamble.

18.32. **"Pilot Products"** has the meaning given to it in the Pilot Terms.

18.33. **"Platform"** means the technology used to access the Services found at www.hudl.com, www.volleymetrics.com, www.recruit.co, or such other websites or technologies offered by Hudl or its Affiliates from time to time or as may be designated by Hudl or its Affiliates from time to time. Platform shall include the Software, all websites, all mobile applications, and any other technological means to access the Services.

18.34. **"Practice Video"** means footage, video and video clips from any private sports practices and private training sessions and any other footage, video and video clips, which in any case is designated as practice video in the Platform, including the voices, performances, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes, and other reproductions of physical likeness and sound of the athletes, coaches, and all others appearing in the Practice Video. Practice Video includes all statistics and data associated therewith.

18.35. **"Privacy Policy"** means the policy found at www.hudl.com/privacy, as it may be updated by Hudl from time to time.

18.36. **"Private Content"** includes Practice Video, Private Profile Data, Messages, and Coach-Generated Content.

18.37. **"Private Profile Data"** includes information or data about an Authorized User which is not available in the public domain, or which has not been shared or made public by an Authorized User via the Platform or outside of Hudl.

18.38. **"Products"** means the Services, Software and/or Hardware ordered by Organization, as set forth in an Order.

18.39. **"Product Specific Terms"** means the Product-specific terms that apply to the Products described in Section 7 and which are incorporated into and form a part of this Agreement.

18.40. **"Public Content"** includes Highlight Video, Public Profile Data, and Public Game Video.

18.41. **"Public Profile Data"** includes information or data that is (a) available in the public domain; (b) made public or shared by an Authorized User via the Platform; or (c) made public by an Authorized User or Organization outside the Platform.

18.42. **"Public Game Video"** means footage, video and video clips from any public sports competitions or games and any other footage, video and video clips, which in any case is designated as game video or scout video in the Platform, including the voices, performances, poses, acts, plays, appearances, pictures, images, likeness, photographs, silhouettes, and other reproductions of physical likeness and sound of the athletes, coaches, and all others appearing in the Public Game Video. Public Game Video includes all graphics, advertisements, statistics, and data associated therewith or added thereto.

18.43. **"Representatives"** shall have the meaning set forth in Section 11.3.

18.44. **"Services"** means the online software and services described in the Order and this Agreement that are accessed through one or more Platforms. "Services" does not include any Content accessible through any Services.

18.45. **"Shared Data"** means the copy of Practice Video or Public Game Video that Organization or any Authorized User has authorized Hudl to create and share, as described in Section 5. Shared Data is not Organization Data.

18.46. **"Software"** means the locally installed programs and supporting documentation that Hudl includes as part of the Services which comprise the different software programs owned by Hudl and listed in the Order. "Software" does not include any Content accessible through any Software.

18.47. **"Source Code"** means computer software in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, along with all technical information and documentation required to enable a reasonably skilled programmer to modify and operate it.

18.48. **"Subscription Term"** has the meaning set forth in Section 2.1.

18.49. **"Taxes"** has the meaning set forth in Section 10.1.

18.50. **"Term"** means the period of time described in Section 12.1.

18.51. **"Team"** is a sports team associated with an Organization. Each Team means one gender of one sport from one institution. For example, a high school's varsity boys' football team is one Team, and its junior varsity boys' football team would be another Team. Only one sport is permitted per account. For example, basketball video cannot be uploaded to a football account and vice versa. Only one gender is permitted by account, regardless of sport. For example, girls' basketball cannot upload film to the boys' basketball account and vice versa. Each Team is permitted to subclassify into "Sub-Teams." The number of Sub-Teams per account shall be as follows: (a) Club & Youth: 1 Team per Account; 0 Sub-Teams. For example, a football team for 12U may only upload 12U film. 11U and 10U would require separate accounts, though they may be associated under the same Organization; (b) High School: 1 Team per account; 4 Sub-Teams. For example, boys' football may have separate Sub-Teams for the freshman, sophomore, junior varsity, and varsity rosters; (c) College: 1

Team per account; 2 Sub-Teams. For example, boys' football may subclassify into separate Sub-Teams for starters and reserves or offense and defense. If a Team has not used its full Sub-Team allotment, it may not use those extra Sub-Team allotments to upload film from another sport, as this would constitute a separate Team requiring its own account.

18.52. "**Team Admin**" is any individual who has been given access to a Team's account with the 'team admin' role designation.

18.53. "**Third-Party Integration**" has the meaning set forth in Section 2.5.

18.54. "**Third-Party Service**" has the meaning set forth in Section 2.5.

18.55. "**Usage Data**" means data and information related to Organization's and its Authorized Users' use of the Products that is used by Hudl in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Products.

18.56. "**Video Recipients**" has the meaning set forth in Section 5.1.

Updated 22 Aug 2024

IN WITNESS WHEREOF, the parties have executed these Organization Terms of Service as of the latest date beneath the signatures below.

AGILE SPORTS TECHNOLOGIES, INC.
DBA HUDL

SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____
DATE: _____

WADSWORTH HIGH SCHOOL

SIGNATURE: 
PRINTED NAME: Douglas D. Beem
TITLE: Treasurer
DATE: 12/20/24

Hudl Hardware Terms of Sale

These Hudl Hardware Terms (this “**Hardware Addendum**”) are an addendum to the Organization Terms of Service (“**Organization Terms**”) between Hudl and Organization and are entered into effective as of the effective date identified in the first signed Order that references the Organization Terms and includes Hardware (“**Effective Date**”). Capitalized terms not defined in this Hardware Addendum have the meanings given to them in the Organization Terms. The Organization Terms, any applicable Orders, and this Hardware Addendum govern Organization’s purchase and use of Hardware. If there are any conflicts between the Organization Terms, an Order or this Hardware Addendum, the following order of precedence applies: Orders prevail over this Hardware Addendum solely with respect to the subject matter of the Order; and this Hardware Addendum prevails over the Organization Terms solely with respect to Organization’s purchase and receipt of Hardware. This Hardware Addendum is an integral part of and incorporated into the Organization Terms.

1. **Delivery.** Unless otherwise set forth in the Order, Hardware will be delivered DDP (Incoterms 2020) to Organization’s location set forth in the Order (“**Delivery Point**”). Hudl will use commercially reasonable efforts to deliver all Hardware within a reasonable time after acceptance of the Order by Hudl, subject to Hardware availability. All shipping dates provided by Hudl are approximate and not guaranteed. If Hudl makes partial shipments, Organization is not relieved of its obligations to accept remaining deliveries. Each shipment will constitute a separate sale, and Organization shall pay for the units shipped according to the Organization Terms and Order whether such shipment is a whole or partial fulfillment of the Order. Hudl shall not be bound to tender delivery for any Hardware for which Organization has not provided shipping instructions or any other information requested by Hudl. Organization acknowledges that delivery of Hardware may be subject to import/export laws, and Organization agrees to promptly provide Hudl with any information reasonably requested by Hudl with respect to compliance with such import/export laws. Hudl is not responsible for any delay in delivery due to import/export laws or any acts or omissions of Organization. Organization agrees not to move or use such Hardware outside of the country to which it was shipped (Delivery Point). Hudl reserves the right to reschedule or cancel some or all of an Order as necessary due to import/export laws. Unless otherwise provided in the Order, an Order may not be rescheduled or cancelled by Organization for any reason. Hudl is not liable for any non-delivery of Hardware unless Organization provides Hudl with written notice to Hudl of non-delivery within five (5) business days of the date on which the Hardware should have been received in the ordinary course of events. Hudl’s sole liability for non-delivery of the Hardware will be limited to replacing the Hardware within a reasonable time or adjusting the Invoice to reflect the actual quantity delivered.

2. Title. Risk of loss passes to Organization upon delivery of the Hardware to Organization at the Delivery Point as determined by the applicable Incoterms (“**Delivery**”). Title to the Hardware (excluding any Embedded Software) passes to Organization upon Delivery.

3. Inspection; Nonconforming Hardware. Organization shall inspect the Hardware within thirty (30) days of shipment (“**Inspection Period**”). Organization accepts the Hardware unless it notifies Hudl in writing of any Nonconforming Hardware during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Hudl. “**Nonconforming Hardware**” means Hardware that is not as described in the Order. If Organization timely notifies Hudl of any Nonconforming Hardware, Hudl will, in its sole discretion, (i) replace such Nonconforming Hardware with conforming Hardware or (ii) credit or refund the Fees associated with such Nonconforming Hardware, together with any reasonable shipping and handling expenses incurred by Organization in connection therewith. Organization will ship, at its expense and risk of loss, the Nonconforming Hardware (in the original packaging or in equally protective packaging) to the address identified by Hudl to Organization in any return instructions. If Hudl exercises its option to replace Nonconforming Hardware, Hudl will, after receiving Organization’s shipment of Nonconforming Hardware, ship to Organization the replaced Hardware to the Delivery Point, at Organization’s expense and risk of loss. Organization acknowledges and agrees that the remedies set forth in this Section 3 are Organization’s sole and exclusive remedies for the delivery of Nonconforming Hardware.

4. Hudl Warranties. Hudl warrants to Organization that the Hudl Hardware shall be free from defects in material and workmanship for twelve (12) months following Delivery of the Hudl Hardware to Organization (“**Warranty Period**”). The warranty in this Section 4 shall not apply where such Hudl Hardware has been: (i) misused, abused, damaged, improperly handled, or otherwise used contrary to any instructions issued by Hudl, (ii) used in abnormal environmental conditions or (iii) has been reconstructed, repaired, or altered by a party other than Hudl or its Affiliates. Except where prohibited by Applicable Law, this warranty is nontransferable and is limited to the original purchaser and the country to which the product was shipped (the Delivery Point). This warranty gives Organization specific legal rights, and Organization may also have other rights, including a longer warranty duration that may vary under local laws. With respect to any breach of the warranty set forth in this Section 4, Hudl will, at its sole option, either: (i) repair the Hudl Hardware using either new or refurbished parts, (ii) replace the Hudl Hardware with new or refurbished Hardware, or (iii) credit or refund the price of such Hudl Hardware, provided that, Organization follow the process in Section 7 to return such Hudl Hardware to Hudl. The limited warranty set forth in this Section 4 applies to any repair, replacement part, or replacement Hardware for the remainder of the original warranty period. All replaced Hardware as well as any parts and other Hardware for which a refund is given shall become Hudl’s property upon Hudl’s receipt of the Hardware or part pursuant to Section 7. Organization’s remedies under this Section 4 are conditioned on Organization notifying Hudl, in writing, of any alleged claim under this Section 4 before the expiration of the Warranty Period and on Hudl’s reasonable determination that such Hudl Hardware is defective. The remedies set forth in this Section 4 shall be Organization’s sole and exclusive

remedy and Hudl's sole liability for any breach of the limited warranty set forth in this Section 4. For purposes of this Hardware Addendum and the Organization Terms, any accessories included with or provided for use with Hudl Hardware, including without limitation, remotes, tripods, external batteries, vests and any device or equipment that is not permanently attached to the Hudl Hardware shall be deemed Non-Hudl Hardware. Organization acknowledges that this Section 4 does not apply to Hardware-Enabled Software.

5. Disclaimer. EACH PARTY AGREES THAT IN ENTERING INTO THIS HARDWARE ADDENDUM IT HAS NOT RELIED UPON ANY ADVICE, INFORMATION, OR REPRESENTATIONS, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE OTHER PARTY OR ELSEWHERE AND THAT NO WARRANTY OR WARRANTIES EXIST BEYOND THOSE EXPRESSLY STATED IN SECTION OF THIS HARDWARE ADDENDUM. ORGANIZATION ACKNOWLEDGES AND AGREES THAT NON-HUDL HARDWARE MAY BE SUBJECT TO SEPARATE WARRANTIES PROVIDED BY ITS MANUFACTURER(S) IF SUCH WARRANTIES ARE TRANSFERABLE. THE WARRANTIES IN SECTION 4 OF THIS HARDWARE ADDENDUM DO NOT APPLY TO NON-HUDL HARDWARE, AND HUDL STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT, TO NON-HUDL HARDWARE. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN THIS HARDWARE ADDENDUM: (A) ORGANIZATION ASSUMES SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM THE USE OF THE HARDWARE AND RELATED PRODUCTS AND FOR CONCLUSIONS DRAWN FROM SUCH USE; (B) HUDL AND ITS AFFILIATES SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY INFORMATION OR CONTENT, ANY INSTRUCTIONS, SCRIPTS OR ORGANIZATION MATERIALS PROVIDED TO HUDL OR ITS AFFILIATES BY ORGANIZATION IN CONNECTION WITH THE HARDWARE, OR ANY ACTIONS TAKEN BY HUDL OR ITS AFFILIATES AT ORGANIZATION'S DIRECTION; (C) NO WARRANTY OF ANY KIND THAT THE HARDWARE WILL MEET ORGANIZATION'S REQUIREMENTS IS MADE OR GIVEN; (D) ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND ALL OTHER TERMS OF ANY KIND WHATSOEVER IMPLIED BY STATUTE OR COMMON LAW, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDED FROM THIS HARDWARE ADDENDUM; AND (E) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4, THE HARDWARE IS PROVIDED TO ORGANIZATION ON AN "AS IS" BASIS. HUDL ASSUMES NO RESPONSIBILITY FOR THE PROPER INSTALLATION AND USE OF THE HARDWARE. IT IS ORGANIZATION'S AND ITS AUTHORIZED USERS' SOLE RESPONSIBILITY TO PROPERLY INSTALL AND USE THE HARDWARE ACCORDING TO THE INSTRUCTIONS THAT ACCOMPANY THE HARDWARE; TO MAINTAIN SAFE OPERATION OF THE HARDWARE; AND TO EXERCISE REASONABLE STANDARDS OF CARE AND CAUTION AT ALL TIMES.

6. Replacement. This Section only applies where (i) the Hudl Hardware is being used with (and is necessary to use) an active subscription for Software or Services ("**Related Subscription**"); (ii) the Hudl Hardware was not damaged due to negligence, recklessness, or intentional actions of any party other than Hudl or its Affiliates or either of their service

providers; and (iii) the Hudl Hardware is not covered by Section 4 to this Hardware Addendum. If Hudl Hardware is damaged or otherwise unable to run the Hardware-Enabled Software during the Term of the Agreement for which Organization has contracted to pay for Hardware-Enabled Software and Hudl Hardware is not otherwise eligible for replacement or repair under Section 4 of this Hardware Addendum ("**Covered Hudl Hardware**"), Hudl will, subject to the terms of this Section 6 and at its sole option, (i) repair the Hudl Hardware using either new or refurbished parts, or (ii) replace the Hudl Hardware with new or refurbished Hudl Hardware, provided that Organization follows the process in Section 7 to return such Covered Hudl Hardware to Hudl. The remedies set forth in this Section 6 are Organization's sole and exclusive remedies for Covered Hudl Hardware. All returned Hardware shall become Hudl's property upon Hudl's receipt from Organization pursuant to Section 7. Any repaired or replacement Hardware can qualify for repair or replacement under this Section 6 to the same extent as the original Covered Hudl Hardware. Hudl may require Organization to pay for shipping or the cost of such repairs, if Hudl reasonably determines that the damage is due to Organization's negligence, recklessness, or intentional actions. If Hudl decides to charge for shipping or repairs, Hudl will inform and seek approval from the Organization before incurring such costs. Any repaired or replaced Hardware or part will be subject to the same legal terms as the original Hardware. For clarity, when a Related Subscription renews, Hudl does not provide new or replacement Hudl Hardware unless the terms of Section 4 or Section 6 are met. For purposes of this Hardware Addendum, "**Hardware-Enabled Software**" means any Software or Service that is purchased on a recurring basis and that is necessary to utilize any Hudl Hardware, including without limitation, the Hudl Focus camera.

7. Return Process. Organization is required to contact its Hudl representative for a return or repair. Hudl will confirm the requested return or replacement after Hudl determines that the Hudl Hardware is eligible for replacement or repair pursuant to Section 4 or 6 of this Hardware Addendum. Hudl will ship the replacement or repaired Hudl Hardware to Organization either, at Hudl's option, prior to receipt of the defective Hudl Hardware or after receipt of the defective Hudl Hardware. Upon Hudl's confirmation of the replacement or repair, Organization shall, within fifteen (15) days, return the defective Hardware as directed by Hudl. In either case, Organization will ship, at Hudl's expense, the defective Hardware to the address specified by Hudl in the original Hardware packaging or in equally protective packaging (which may be provided by Hudl in its sole discretion) along with any required documentation. Hudl may choose in its sole discretion to ship replacement Hardware prior to receipt of the defective Hardware; in such case, If Hudl does not receive the defective Hardware from Organization within sixty (60) days of Hudl's shipment of the replacement Hardware, Hudl may invoice, or direct the applicable reseller or distributor to invoice, Organization for all such replacement Hardware in an amount determined by Hudl in its sole discretion and Organization, once they agree to the costs will pay such invoice within thirty (30) days of receipt of such invoice.

8. Miscellaneous.

- a. Hudl Focus Cameras. Organization agrees to comply with Applicable Law with respect to its access to and use of any Hardware that includes a camera, including without limitation any obligation to post a notice advising of the recording, and with respect to the use of any Shared Data received by Organization pursuant to this Hardware Addendum, the Hudl Focus Terms of Service, and the Organization Terms.
- b. Embedded Software. The Hardware may have proprietary software installed on it ("**Embedded Software**"). Embedded Software shall be deemed Software.
- c. 4G Terms. If the Hudl Hardware includes 4G data capabilities, Organization agrees that the 4G Terms found at <https://www.hudl.com/legal/agreements/wireless-data> (the "4G Terms") will apply to such wireless data capabilities and that Hudl may update the 4G Terms upon 30 days' notice by providing email notice of such change to the Team Admins on Organization's account.
- d. Stripe Terminal Products
 - a. A "**Stripe Terminal Product**" is any Stripe hardware product, instrument or piece of equipment, and includes physical Point of Sale (POS) devices, accessories, components, and spare parts, and Stripe Terminal Device Software (defined below).
 - b. "**Stripe Terminal Device Software**" is defined in and licensed under an end user Software License Agreement located at <https://stripe.com/legal/terminal-device-eula> ("**Stripe Terminal Device EULA**").
 - c. With respect to the purchase and use of any Hardware that is a Stripe Terminal Product, Organization agrees to the Stripe Terminal Purchase Terms (as if purchasing directly from Stripe) and Stripe Terminal Services Terms, as applicable. Further, Organization, and Organization's use of Stripe Terminal Products, must comply with the Stripe Terminal Device EULA. Organization agrees to only use the Stripe Terminal Products within the country to which Hudl initially shipped such Hardware (the Delivery Point). Organization agrees that it (i) will not resell or further distribute any Stripe Terminal Products to any other party; (ii) will not use the Stripe Terminal Product for benchmarking or similar testing purposes; (iii) is not engaged in or benefitting from activities that Stripe has identified as a restricted business or activity as listed at <https://stripe.com/restricted-businesses>; and (iv) will not engage in unlawful conduct using the Stripe Terminal Products or use the Stripe Terminal Products for any personal, family, or household or other non-commercial purposes. Stripe Terminal Products are Non-Hudl Hardware.
 - e. Survival. Any provision of this Hardware Addendum which by its terms or nature is intended to continue beyond or to be performed after the expiration, termination, or cancellation of this Hardware Addendum, shall survive.

Updated 2 Jul 2024

Acceptable Use Policy

This Acceptable Use Policy (“AUP”) governs your use of the Hudl website located at www.hudl.com and all other websites operated by Hudl and its affiliates (each, a “**Hudl Site**”), and the services, software, applications and hardware (collectively, the “**Products**”) provided to you or your organization by Agile Sports Technologies, Inc. dba Hudl and its affiliates (collectively, “**Hudl**”). Hudl may modify this AUP by posting a revised version on the Hudl Site and such revised version will be effective upon posting. By using the Products or accessing the Hudl Site, you agree to the latest version of this AUP. If a conflict is found to exist between the Hudl Privacy Policy and the Wadsworth City School District Student Data Privacy Agreement for Technology Providers, the Wadsworth City School District Student Data Privacy Agreement for Technology Providers will prevail, as the said document details the requirements found in Ohio Revised Code. In addition, changes to the Hudl Acceptable Use policy must be approved by the District if changes are made in the middle of a contract year.

This AUP sets out a non-comprehensive list of unacceptable conduct with respect to the Hudl Site and Products.

You may use the Hudl Site and Products only for lawful purposes. If you are a customer of Hudl, the term “you” includes customer’s players, analysts, employees, members of its coaching staff, team officials, students and/or any other person designated and engaged by customer to have access to and use the Products (“**Authorized Users**”). You are responsible for your Authorized Users’ compliance with this AUP.

Do Not:

- permit any third party that is not an Authorized User to access or use a username or password for the Hudl Site or Products;
- share, transfer or otherwise provide access to an account on the Hudl Site or Products designated for you to another person;
- use the Products or Hudl Site to store, display, process, or transmit any content that may infringe upon, violate, or misappropriate a third party's trademark, copyright, or other intellectual property or proprietary right, including, but not limited to, rights or publicity or privacy, or that may be tortious or unlawful;
- use the Hudl Site or Products in any way that violates any applicable federal, state, local or international law or regulation (including, but not limited to, any laws regarding the export of data or software to and from the United States or other countries) or to promote illegal activity;

- upload to, or transmit from, the Products or Hudl Site any data, file, software, or link that contains or redirects to a virus, Trojan horse, worm, or other harmful component or code or a technology that unlawfully accesses or downloads content or information stored within or accessible through the Hudl Site, Products, or hardware of Hudl or any third party;
- attempt to decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Hudl Site or Products (including any mechanism used to restrict or control the functionality of the Products or Hudl Site), any third party use of the Products or Hudl Site, or any third party data contained therein (except to the extent such restrictions are prohibited by applicable law);
- attempt to gain unauthorized access to the Hudl Site, Products or related systems or networks or to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Products or Hudl Site;
- access the Products or Hudl Site to build a similar or competitive product or service, to copy any ideas, features, functions, user interfaces, or graphics of the Products or Hudl Site, or to copy or download any documents, content, information, images, videos, photos, or other material available on or through the Products or the Hudl Site except to the extent expressly authorized by a written agreement with Hudl;
- use any robot, spider, or other automatic device, process, or means to access the Hudl Site or Products for any purpose, including, but not limited to, monitoring or copying any of the material on the Hudl Site or Products;
- use the Products or Hudl Site in any manner that may harm or exploit minors or targets people under the age of thirteen;
- use the Products or Hudl Site to publish, display, process, share, or store materials that constitute child sexually exploitative material (including, but not limited to, material which may not be illegal child sexual abuse material, but which nonetheless sexually exploits or promotes the sexual exploitation of minors), pornography, or are otherwise obscene, indecent, or objectionable;
- use the Hudl Site or Products to publish, display, process, share, or store materials related to the distribution, sale, or promotion of illegal drugs, controlled substances, or paraphernalia;
- use the Hudl Site or Products to engage in activity, or display, store, process, or transmit material, that incites or encourages violence or hatred against individuals or groups;

- remove any copyright, trademark, or other proprietary rights notice contained in or on the Hudl Site or Products or in any materials available from the Hudl Site or Products;
- impersonate any person or entity, including, but not limited to, a Hudl employee, a Hudl customer, any other Authorized User, or falsely state or otherwise misrepresent your affiliation with a person, customer, or entity;
- use the Products or the Hudl Site to provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) or person(s); restricted by applicable export and import control laws and regulations including but not limited to the Export Administration Regulations (codified at 15 C.F.R. §§ 730-774) promulgated by the Bureau of Industry and Security of the U.S. Commerce Department.
- access, search, or create accounts for the Products or the Hudl Site by any means other than Hudl's publicly supported interfaces or other authorized interfaces (for example, scraping or creating accounts in bulk);
- use the Hudl Site or Products to send unsolicited communications (including spam), promotions or advertisements;
- place any advertisements within a Product or the Hudl Site except to the extent expressly permitted by your signed agreement with Hudl;
- use the Hudl Site or Products to send altered, deceptive, or false source-identifying information, including, but not limited to, spoofing or phishing;
- use the Hudl Site or Products to abuse promotions, including, but not limited to, sweepstakes and giveaways;
- sublicense, resell, time share or similarly exploit the Products or the Hudl Site;
- use contact or other user information obtained from the Products or the Hudl Site (including, but not limited to, names, phone numbers, addresses, and email addresses) to contact Authorized Users or third parties without their express permission or authority or to create or distribute mailing lists or other collections of contact or user profile information for third parties for use outside of the Products or Hudl Site;
- engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Hudl Site or Products, or which, as determined by Hudl, may harm Hudl or users of the Hudl Site or Products, or expose them to liability or otherwise attempt to interfere with the proper working of the Hudl Sites and/or Products; or

- authorize, permit, enable, induce, or encourage any third party to do any of the above.

Streaming. By using functionality available on the Hudl Site that facilitates livestreaming through YouTube, you agree to be bound by YouTube's Terms of Service (<https://www.youtube.com/t/terms>).

Reporting of Violations. To report any violation of this AUP, please contact Hudl at support@hudl.com, making sure to include as much identifying information as possible. Please note that Hudl will not open any attachments, nor will Hudl respond to spam or to reports that contain offensive or vulgar language.

Violations. Hudl reserves the right to take any action it determines in its sole discretion to be appropriate if it believes this AUP has been violated (or if it believes any content violates this AUP), which action could include, without limitation, removing or disabling access to content, suspending access to the Products, terminating an account, taking appropriate legal action, disclosing your identity or information about you to any third party who claims that material posted by you violates their rights (including their intellectual property rights), or other action. Hudl has the right, but not the obligation, in its sole discretion to prohibit or remove any content that Hudl believes violates your signed agreement with Hudl, this AUP, applicable law, or is otherwise objectionable.

Without limiting the foregoing, Hudl has the right to cooperate fully with any law enforcement authorities or court order requesting or directing Hudl to disclose the identity or other information of anyone posting any materials on or through the Hudl Site. However, Hudl does not review material before it is posted on the Hudl Site or Products and cannot ensure immediate removal of objectionable material after it has been posted. Accordingly, Hudl assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any Authorized User or third party. Hudl has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Safe Community. Hudl is committed to fostering a safe and respectful online environment for its users on the Hudl Site and Platform. As part of our commitment to promoting positive interactions, Hudl expects all users to refrain from this AUP's list of unacceptable conduct, and to refrain from any other conduct that may jeopardize the safety or mental health of another Hudl Site or Platform user. Hudl encourages all users of the Hudl Site and Platform to prioritize their well-being. Hudl has a zero-tolerance policy for illegal or harmful content or behavior on the Hudl Site or Platform. Hudl looks to coaches and school administrators to proactively share information pertaining to the safety and well-being of their athletes outside of the Hudl Site or Platform, but for additional support resources please refer to Drug Policy Alliance's "Safety First" Drug Education Curriculum, or SAMHSA's School and Educator Resources.

Subpoenas. For information regarding serving a subpoena on Hudl, please contact Hudl legal at legal@hudl.com.

Notice and Procedure For Making Claims of Copyright Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement and such allegedly infringing materials are accessible on or from the Hudl Site or Products, you may request removal of such materials (or access to them) from the Hudl Site or Products by providing Hudl's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Hudl that your copyrighted material has been infringed.

- An electronic or physical signature of the owner of the copyright interest or a person authorized to act on behalf of the owner of the copyright interest;
- Identification of the copyrighted work claimed to have been infringed (or, if the claim involves multiple works on the Hudl Site or Products, a representative list of such works);
- Identification of the material that you claim is infringing in a sufficiently precise manner to allow us to locate such materials on the Hudl Site or Products;
- Your name, postal address, telephone number and, if available, email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- A statement by you that the information in this notice is accurate; and
- A statement by you, made under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Hudl's designated copyright agent ("**Copyright Agent**") to receive notifications of claimed copyright infringement is Copyright Manager, Agile Sports Technologies, Inc. dba Hudl, who may be contacted by email at legal@hudl.com or by mail at 600 P Street, Suite 400, Lincoln, NE 68508 or by phone at 402-817-0063.

If you fail to comply with all the above requirements, your notice to Hudl may not be effective.

It is Hudl's policy in appropriate circumstances to disable or terminate the accounts of customers who Hudl suspects are repeatedly infringing copyrights.

If you believe that the work that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright

owner's agent or pursuant to the law, to post and use the allegedly infringing work you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the work that has been removed or to which access has been disabled and the location at which the work appeared before it was removed or disabled;
- A statement, under penalty of perjury, that you have a good faith belief that the work was removed or disabled because of a mistake or a misidentification of the work;
- Your name, address, telephone number and, if applicable, e-mail address; and
- A statement that you consent to the jurisdiction of Federal District Court in Ohio and a statement that you will accept service of process from the person who provided notification of the alleged infringement (or an agent of such person).

If a counter-notice is received by the Copyright Agent, Hudl may, in its sole discretion, send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed work or cease disabling it in ten (10) business days. Unless the copyright owner files an action seeking a court order against the provider or user of the work, the removed work may be replaced or access to it restored.

Updated 7 Aug 2024

Hudl Privacy Policy

Hudl Privacy Policy

- 1. Collection and Use of Personal Information**
- 2. Personal Information We Collect**
- 3. Athlete Profile Pages**
- 4. Hudl Fan**
- 5. Data Storage**
- 6. Disclosures to Third Parties**
- 7. Children**
- 8. Web Beacons**
- 9. Cookies**
- 10. Hosted Service Partners and Their Privacy Options**
- 11. Tracking**
- 12. Third Party Websites**
- 13. Messaging and Notifications**
- 14. Retention of Personal Information**
- 15. Confidentiality and Security**
- 16. Compliance with Privacy Laws**
- 17. Grounds for Processing in the UK/EEA**
- 18. Your European Data Protection Rights**
- 19. International Transfer of Personal Data**
- 20. Data Protection Officer**
- 21. US State Specific Disclosures**
- 22. Contact Us**
- 23. Changes**

Your privacy is important to Agile Sports Technologies, Inc., dba Hudl and its subsidiaries ("Hudl", "we", "our", or "us"), and Hudl is committed to the protection of your personal information. Our Privacy Policy exists to help you understand what information Hudl collects, how we collect and use it, and what choices you have. To make sure your personal information is secure, we communicate our privacy and security guidelines to Hudl employees and strictly enforce privacy safeguards within the company. Please read this Privacy Policy before visiting our websites, accessing or using our services or products (including our websites, platforms, mobile applications, software and other services and Hudl manufactured devices) or providing any personal information to Hudl. If you do not wish to have your information used and disclosed as provided in this Privacy Policy, please refrain from providing your information and/or delete the information you may have submitted in the past. In doing so, please understand that your access to information, services and other benefits may be substantially limited. Further assistance is available via email to support@hudl.com.

If you use Hudl's products or services, further information may also be provided in your contract with us. If you are an employee, worker or contractor of Hudl, the information about how we handle your personal information is available in the Hudl Handbook. With respect to employees based in Europe, we are committed to cooperating with EU data protection authorities (DPAs) and comply with the advice given by such authorities with regard to human resources data transferred from the EU in the context of the employment relationship. We do not collect social security or equivalent national tax ID numbers, except for employment purposes. If you are a prospective employee or job applicant of Hudl, we will provide you with information about how we handle your personal information for recruitment purposes. This will be provided to you if you commence any of our recruitment initiatives.

1. Collection and Use of Personal Information

Personal information is data relating to a person that can be used to help uniquely identify them, either directly or indirectly. We may collect personal information from and about you, including information that you provide, automatically collected information, and information from other sources. You may be asked to provide personal information when in contact with Hudl. If you do not provide us with certain requested personal information, we may not be able to provide you with some or all of Hudl's products and services.

Hudl may use your personal information to provide and customize our products and services, to process your transactions when you place an order through our products or services, to provide customer support, to communicate with you, to administer and improve our products and services, to maintain security and prevent fraud, to meet our legal obligations, or otherwise where you direct us or give us consent to use your personal information. Hudl may send you periodic marketing and promotional emails, push notifications, or text messages to your mobile device (about Hudl products or services or third party products or services), and we will obtain your consent to do so, where required by law. If you no longer wish to receive our marketing and promotional communications, you may opt out of receiving them by following the opt-out instructions included in any communication that you receive from us or by contacting support@hudl.com. Please note that even if you opt out of receiving marketing and promotional communications from us, we may still send you administrative and transactional messages from which you cannot opt out.

We may use your personal information for purposes such as auditing, data analysis, and research to improve Hudl's products, services, and customer communications. Hudl and its partners may share your personal information and use it as described in this Privacy Policy. Such information may be combined with other information to provide and improve products, services, content, and advertising. This Privacy Policy does not cover and is not intended to restrict what we do with information that is aggregated, de-identified, or anonymized, so it is no longer associated with an individually identifiable user. Please note that we may combine personal information that we collect (as described above) with information from other sources and use the combined information for the purposes described in this Privacy Policy.

Certain products and services of Hudl may use the YouTube API Services to allow you to authorize Hudl to connect to your YouTube account in order to livestream using YouTube. Any personal information you provide when using the YouTube API Services is governed by the Google Privacy Policy (<http://www.google.com/policies/privacy>). By authorizing Hudl to connect to your YouTube account, we will obtain, collect, store and use information related to your YouTube channel, which information allows us to stream video to YouTube on your behalf. This information includes your Channel ID, Channel Name, and Authorization Tokens ("YouTube API Data"). You can revoke the access of Hudl's products and services to your YouTube API Data via the Google security settings page at <https://security.google.com/settings/security/permissions>.

2. Personal Information We Collect

When you visit our website(s), download or install a software application, use one of our services, create a registered user account, purchase or register a product (including our Hudl manufactured devices), complete a survey, enter a sweepstakes, participate in a promotion, attend an event of ours, or download a software update, we may collect personal information, including but not limited to: name, mailing address, phone number, email address, relationship to athlete (for family members), athlete profile information (as described in Section 3 below), contact preferences, health information, purchase history, viewing information for Hudl Fans, credit card information and payment history.

We may also collect such information when you contact us in person (for example, at clinics, conferences, workshops, seminars and other events) or via telephone, facsimile, or email or within our services. When you send us an email, that address will be recorded automatically for purposes of replying to your email. If you represent an organization, such as a professional sports club, by providing your email address, you are subscribing to our electronic newsletter and product updates, which may include information about new features and new services. You may unsubscribe from this content by following the steps detailed in the email footer or by contacting support@hudl.com.

We may receive and store certain types of website usage information when you visit our websites. Website usage information helps us determine how visitors arrive, what type of content is most popular and which visitors are interested in particular content and advertising. We may collect the page visited, the time, the source of the request, the type of browser making the request, the preceding page view and other information about your engagement with our site and services. We may also collect your IP address and your Device Identifier. A Device Identifier is a number automatically assigned to the computer, cell phone or tablet used to access the Internet. We may associate your Device Identifier with the personal information you provide.

If you wear a wearable device manufactured by us, certain information such as the following may be captured by the device automatically: GPS and positioning information, acceleration, metadata on workouts, duration of your physical activity, and, if using an external device, resting heart rate, heart rate variability, skin temperature, blood oxygen saturation level, and data reflecting on strain and recovery. You may also provide us with

physiological profile information, including birthday, gender, weight, height, and fitness/athlete level. This information can be accessed by the athlete, coaches and team administrators. We may use certain of this information to customize your experience with us as part of our products and services.

When you browse our website(s), we may collect information about you, regardless of whether you have created a registered user account. However, if you choose to access our websites anonymously, we may not be able to provide you with particular products or services. We collect and store personal information if you provide any such personal information, register as a user, provide details at an event, complete a survey or supply personal details through any other form of correspondence. Hudl uses this information to provide products and services, as well as for billing, identification, authentication, products and services improvement, contact and research purposes. This information may include: date, time, computer identity, crash data, device type and setting, operating system, language, region, log preferences, registration key, license level, license code, license code status, code registration date, last validation date, Ethernet address, IP address, MAC address, licensed software name and version, OS version, and any other information about user actions required to improve, support and maintain our software. In some cases, you may provide information to us about other people, such as employees, students, team members, family members and athletes. For example, if you fill out an Athlete Profile Page (described below) or upload or capture game video.

We may receive personal information about you from third parties, including from licensors of game video, our customers who create user-generated content (including Athlete Profile Page information, messages, comments, photographs, livestreams, audio recordings, videos and text that users of our products and services choose to create or capture with or upload to our products and services), our payment processors, our partners who assist us in fraud prevention or in connection with claims or disputes, our partners with whom we work for advertising measurement, attribution, and analytics and from publicly available sources, among other sources. When you pay for products and services of ours using a credit card or other payment method, your credit card or other payment information is collected and processed by our third-party payment processors. For example, if you pay with a credit card, the payment information that you provide through our services is transmitted directly to our payment processor. We may receive limited information about your payment card from our payment processors. Our payment processors will collect the financial information necessary to process your payments in accordance with the payment processor's respective services agreement and privacy policy.

3. Athlete Profile Pages

These pages may contain and therefore collect: name, home and email addresses, phone number, school (name, city and state), graduation year, GPA, ACT/SAT scores, transcripts, parent/guardian information (name, relation, email and phone), age, birth date, photograph, height, weight, jersey number, Twitter handle, sports position, performance scores (40-yard dash, agility shuffle, power ball, vertical jump), speed and strength

information, sports awards, sports videos featuring the athlete, and other athlete profile information, as may be updated from time to time. This information can be accessed by the athlete, coaches and team administrators. Verified recruiters may access the profile information of athletes located outside the EU and of those athletes inside the EU that have affirmatively consented to this. The general public may have limited access to athlete profile information based on administrator selected privacy settings. Home and email addresses, phone number, GPA, ACT/SAT scores, transcripts, parent/guardian information (name, relation, email and phone), age, birth date, graduation year and sports awards are not available to the general public by default.

4. Hudl Fan

Certain Hudl products and services allow individuals ("Hudl Fans") to view games, highlights and other content posted and made available for viewing by organization customers and their users ("Organization Content"). This includes livestreamed and archived game video, among other content. Hudl Fans may be able to view some limited content without creating an account; however, most content requires a registered Hudl account in order to view it.

A Hudl Fan account is not associated with an organization customer of Hudl, and a Hudl Fan is not a user of any organization customer of Hudl. For Hudl Fans, we may share your name, email address, how you logged in (such as through a social media login but not your login information) and details of the particular organization's Organization Content you viewed or purchased with that particular organization.

As a registered Hudl Fan, you may be able to buy tickets to a live event from an organization customer of Hudl. Hudl may share your full name, email address and the number of tickets you have purchased with the organization customer of Hudl offering the live event. Hudl may also share with the organization any support inquiries you have made related to tickets for live events, and your personal information, with such organization.

5. Data Storage

Hudl uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage and related technology required to run the Hudl website, and such third-party vendors may collect and store your data on behalf of Hudl. Hudl owns the code, databases and all rights therein. Hudl incorporates reasonable safeguards to help protect and secure your personal information. However, no data transmission over the Internet, wireless transmission, or electronic storage of information can be guaranteed to be 100% secure. Please note that Hudl cannot ensure or warrant the security of any information you transmit via its websites and/or products, and you do so at your own risk. The websites are general audience websites.

6. Disclosures to Third Parties

There are circumstances where we may wish to disclose or are compelled to disclose your personal information to third parties. We may disclose your personal information to the categories of recipients (and for the purposes) listed below.

- **Our affiliates, subsidiaries, branches, and associated offices.** We may disclose your personal information to our affiliates, subsidiaries, branches, and associated offices and other companies under common control and ownership for purposes consistent with this Privacy Policy and other business and operational purposes.
- **Our agents, representatives, distributors, and independent contractors.** We may disclose your personal information to such third parties where related to their functions and services.
- **Our service providers and third-party partners.** We may disclose your personal information to third parties that provide services to us or provide features as part of our products or services, including: cloud storage services; system hosting services; research partners; data security services; fraud prevention; payment processing services; delivery services; analytics services; legal services; professional services; and other services.
- **Our organization customers.** We may disclose your personal information to our third-party organization customers offering streaming and archived content and tickets to Hudl Fans as described in this Privacy Policy. You can tell when a third party is involved, and we share your personal information related to those transactions and involvement with that third party.
- **Our licensees.** We may disclose your personal information to licensees of content where you, our customer's or others have given us permission to share such content.
- **Our marketing and advertising partners.** We may disclose your personal information to our marketing and advertising partners, including social media platforms, third-party advertising networks, and other parties to assist in serving and measuring our or their advertisements, in compliance with applicable law.
- **Other users of our products and services.** We may disclose your personal information to other users of our products and services if you choose to make such information public or you select sharing features on our products or services. For example, if you share highlights publicly on the Hudl website, such highlights will be viewable by website visitors.

- **In connection with legal matters.** We may share your personal information when we believe that the disclosure is reasonably necessary to comply with applicable laws, regulations, legal processes, or legal requests.
- **In connection with potential illegal activity, misuse, threats, or other situations.** We may share your personal information when we believe that the disclosure is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person, violations of our Hudl Site Terms or Acceptable Use Policy, or as otherwise required by law.
- **Third parties in connection with a sale or business transaction.** We may disclose your personal information in the course of following transactions involving one or more Hudl entity: joint venture, collaboration, financing, sale of assets, merger, reorganization, change of legal form, other sale or purchase of assets during the normal course of business on a temporary or permanent basis, dissolution, or similar event. If another entity acquires us (or any subsidiary or affiliated entity) or any of our (or such subsidiary's or affiliate's) assets, personal information that we have collected may be transferred to such entity and its advisors leading up to and following the transaction, including as part of due diligence and upon closing of the transaction. In addition, if any bankruptcy or reorganization proceeding is brought by or against us, personal information that we hold may be considered an asset of ours and may be sold or transferred to third parties.
- **Other third parties.** We may disclose your personal information to other parties at your direction or with your consent. We may also disclose your personal information to other parties if we believe it necessary or appropriate either: (a) under applicable law; (b) to protect our operations and those of any of our affiliates; (c) to protect our rights, privacy, safety or property, and those of others; or (d) to allow us to pursue available remedies or limit damages that we may sustain.

We may disclose your personal information for other reasons that we will describe at the time of information collection or prior to sharing your information. Any disclosure to third parties will only take place in accordance with the applicable law and for the purposes listed. Except as otherwise provided by applicable law, Hudl is not responsible for the privacy practices of any third parties.

7. Children

We do not knowingly collect personal information from children under age thirteen (13) (or the otherwise applicable age of digital consent in any particular jurisdiction). Children under the applicable age of digital consent are not permitted to use our websites and services, and must request a team adult, parent or guardian provide any personal data in connection with the site and/or services. We will delete any information later determined to have been collected from an underage user. Coaches and Account Administrators may add

underage users to a team roster and/or direct invite codes to such users only with express written consent from a parent or legal guardian. Hudl is not liable for obtaining such consent on behalf of a team.

8. Web Beacons

Our website uses techniques (generally, single-pixel images embedded in a web page) called “web beacons.” Web beacons allow Hudl and third parties to monitor and collect information about the viewer of the web page, web-based document, email message or other communication, such as the type of browser requesting the web beacon, the Device Identifier that the web beacon is sent to, and the time the web beacon was viewed. Hudl uses web beacons to count web browsers, visits and page views. It also uses beacons to monitor traffic and conversion patterns, to personalize your experience, including advertising and content, and to determine whether or not messages were opened, links were clicked or notifications/offers were acted upon.

9. Cookies

A “cookie” is a small amount of data that often includes an anonymous unique identifier that is sent to your browser from a website and stored on your computer’s hard drive. When you access this website, cookies may be sent to your web browser and stored on your computer or mobile device. We use cookies to record information about your online preferences and allow us to tailor our websites to your interests. Information supplied by cookies can help us to understand the profile of our visitors and help us to provide you with a better user experience. It also helps us to recognize when you are signed in to your Hudl account and to provide a more personalized experience. Additionally, Hudl uses cookies to serve some targeted advertising. To help promote Hudl teams and athletes, we sometimes embed content from social media and other third-party websites. These may include Vimeo, YouTube, Twitter, Facebook, SoundCloud, Spotify, Instagram, and Flickr. As a result, when you visit a page containing such content, you may be presented with cookies from these websites and these third-party cookies may track your use of the Hudl website. Hudl does not control the dissemination of these cookies and you should check the relevant third party's website for more information.

10. Hosted Service Partners and Their Privacy Options

Our major network advertising partners include Facebook, Google, Twitter, LiveRamp, Amobee, and their respective advertising networks. These partners may use cookies, web beacons, and similar technologies to collect information and use that information to provide measurement services and target ads. If you wish to restrict, remove or refuse to accept cookies which are set by any website (including this website), you should do this through the browser settings for each browser you use to access the Internet. The Help function within your browser should tell you how to do so. For further information about how to restrict, remove, and refuse to accept cookies, visit www.aboutcookies.org or www.allaboutcookies.org.

You can [opt out of Facebook collection here](#). You can [opt out of Google analytics here](#), and [adjust other Google privacy settings here](#). Twitter also uses conversion tracking and

tailored audience products for advertisements. You can [modify your Twitter privacy settings here](#). You can [opt out of LiveRamp here](#). You can [opt out of Amobee here](#). Our website may also provide hyperlinks to other websites owned and controlled by others. Hudl is not responsible for the privacy practices of any website that it does not own or otherwise control, and you should read the privacy policies of websites owned and controlled by others before deciding whether to proceed.

11. Tracking

Some browsers have a “do not track” feature that lets you tell websites you do not want to have your online activities tracked. We respond to “do not track” signals as required by applicable law.

12. Third Party Websites

Some links on the Hudl websites may redirect you to third-party websites and services that we do not operate. We may also offer social sharing tools that let you share actions on the Hudl website with other websites and vice versa. The privacy practices of these websites and services will be governed by their own privacy policies. We encourage you to review and understand their privacy policies before disclosing any personal information to them. Online training sessions are governed by the privacy policy of a separate company. If you attend an online training session, we will disclose to you the separate company providing the training platform.

13. Messaging and Notifications

Hudl’s private messaging tools (“Hudl Messaging”) are available to Hudl subscribers. Messages may be between one sender and one or more recipients. Hudl Messaging enables users to have conversations with athletes, coaches, family members (if available), custom groups, the whole team on the same Hudl roster, or the whole organization (if available). Hudl Messaging is intended for use that includes, but is not limited to, sending reminders about practice times, requesting feedback from the team, discussing game strategy, or sharing links to training resources.

Hudl Messaging may allow users to invite family members to conversations. If a family member is approved by a team administrator or coach to be associated with a team for your organization, then the family member can participate in Hudl Messaging to the extent allowed by the organization administrator.

When a message is sent, all participants in the conversation (except the sender) receive a notification within Hudl Messaging that they have a new unread message.

Once a message is deleted from the sender’s personal account, it is deleted from the recipient(s’) account(s) as well. Neither the recipient nor the sender is then able to see the message. Once the message is deleted, the action cannot be undone. Any information the sender submits through messaging, however, may be passed along by the recipient without the sender’s knowledge. This may occur by forwarding the notification email or text, or capturing and forwarding a screenshot of the message(s) prior to deletion.

Hudl supports the privacy and competitiveness of teams by requiring authentication to view the messages and files shared within Hudl Messaging. Hudl reserves the right, but is not obligated to, disclose any information if, in its sole opinion, Hudl suspects or has reason to suspect that the information involves a party who may be the victim of harassment in any form. Information may be disclosed to authorities that Hudl, in its sole discretion, deems appropriate to handle such disclosure. Appropriate authorities may include, without limitation, law enforcement agencies, child protection agencies, or court officials. Additionally, Hudl reserves the right to divulge the contents of a communication to an addressee or intended recipient of such communication. Given this, even if both the sender and recipient(s) deleted their message(s), conversation(s) directed at either party may be provided to the individual at either party's request.

We may also use aggregated Messaging information for purposes such as auditing, data analysis, and research to improve Hudl's products, services, and customer communications. Hudl will not share with any partners any information provided via Messaging, except on aggregate, unless explicitly approved by the team admin. We reserve the right to access Messaging information when necessary to investigate, prevent, or take action regarding illegal activities, including suspected fraud, harassment, and threats to the safety of any person, as well as violations of our Hudl Site Terms or Acceptable Use Policy, or as otherwise required by law.

14. Retention of Personal Information

We keep personal information only for as long as necessary to fulfill the purposes for which we have collected it as set out in this Privacy Policy, including for the purposes of satisfying any legal, accounting, or reporting requirements, unless longer retention is required by applicable law. We also retain information when necessary to comply with contractual and legal obligations, when we have a legitimate business interest to do so (such as improving and developing our products and services, and enhancing their safety, security and stability), and for the exercise or defense of legal claims. We will not retain any of your personal information beyond this period and the retention of your personal information will be subject to periodic review.

To determine the appropriate retention period for personal information, we consider the amount, nature and sensitivity of the personal information; the potential risk of harm from unauthorized use or disclosure of the personal information; the purposes for which we use the personal information; whether we can achieve those purposes through other means; and the applicable laws that require us to retain information for regulatory purposes or permit us to retain the information to preserve our legal rights.

We may keep an anonymized form of your personal information, which will no longer refer to you, for statistical purposes without time limits, to the extent that we have a legitimate and lawful interest in doing so.

15. Confidentiality and Security

Hudl is committed to seeking to safeguard all personal information that you provide to us; seeking to ensure that it remains confidential and secure; and taking all reasonable steps to ensure that personal privacy is respected. All our data is stored in written or electronic form on our servers and computers and in various physical locations. We maintain reasonable physical, technical and administrative safeguards to protect your personal information from misuse, unauthorized access or disclosure, and loss or corruption by computer viruses and other sources of harm. We limit access to personal information to those staff members, joint venture partners, subsidiary companies and third parties who need to know that information for the purposes set out in this Privacy Policy.

16. Compliance with Privacy Laws

Hudl complies with the data protection and privacy laws to which it is subject. You should satisfy yourself that you are familiar with those laws, including any exceptions which may apply under them. You should also be aware that privacy laws in various jurisdictions may change from time to time. Except to the extent expressly stated otherwise in this Privacy Policy, Hudl accepts no obligations with respect to the handling of personal information other than those mandated by law in the country which has or countries which have jurisdiction over Hudl in any given circumstances.

17. Grounds for Processing in the UK/EEA

If you are in the United Kingdom and/or European Economic Area, to process your data lawfully we need to rely on one or more valid legal grounds. The grounds we may rely upon include: (1) your consent to particular processing activities. For example, where you have consented to us using your information for marketing purposes; (2) our legitimate interests as a business (except where your interests or fundamental rights override these). For example, it is within our legitimate interests to use your data to send you our electronic newsletter and product updates if you represent a corporate entity (unless you have unsubscribed); (3) our compliance with a legal obligation to which we are subject. For example, we have a duty to investigate and respond to complaints made against us and may need to process your personal information as part of such investigation; or (4) if you are a customer, or are representing a customer, because processing your personal data is necessary for the performance of a contract.

18. Your European Data Protection Rights

Please contact us at support@hudl.com cc: legal@hudl.com any time to exercise any of your data protection rights. Data protection law applicable to individuals in Europe provides individuals with certain rights, including the right to access, rectify, withdraw consent, erase, restrict, transport, and object to the processing of their personal information. Individuals also have the right to lodge a complaint with the relevant information protection authority if they believe that their personal information is not being processed in accordance with the law. Further information about your rights is set out below:

Right to obtain a copy of your personal information. You may have the right to obtain a copy of the personal information we hold about you.

Right to rectification. You may request that we rectify any inaccurate and/or complete any incomplete personal information. If we disagree and believe the information to be accurate and complete, we will advise you and include a notation on the record that you dispute the information's accuracy. We will respond to your request to correct or supplement your personal information within a reasonable time period and, in any event, within any time period specified in relevant laws.

Right to withdraw consent. You may, as permitted by law, withdraw your consent to the processing of your personal information at any time. Such withdrawal will not affect the lawfulness of processing based on your previous consent. Please note that if you withdraw your consent, you may not be able to benefit from certain service features for which the processing of your personal information is essential.

Right to object to processing. You may, as permitted by law, request that we stop processing your personal information. You also have the right to ask us not to process your personal data for marketing purposes.

Right to erasure. You may request that we erase your personal information and we will comply, unless there is a lawful reason for not doing so.

Your right to lodge a complaint with the supervisory authority. We suggest that you contact us about any questions or if you have a complaint in relation to how we process your personal information. However, you do have the right to contact the relevant supervisory authority in the relevant country directly. In the UK, this is the Information Commissioner's Office at <https://ico.org.uk>.

19. International Transfer of Personal Data

Individuals in the European Union and the UK should be aware that Hudl may transfer your personal data to a third party in countries outside the EU or the UK for further processing in accordance with the purposes set out in this Privacy Policy. In particular, your personal data may be transferred throughout the Hudl group and to our outsourced service providers located abroad. In these circumstances, we will, as required by applicable law, ensure that your privacy rights are adequately protected by appropriate technical, organization, contractual or other lawful means.

All data that Hudl sends out of the EU/EEA/UK is sent to countries with an EU or UK adequacy status, as applicable, or to organisations with signed EU Standard Contract Clauses or UK Standard Contractual Clauses. Hudl transfers data between its group of companies, for which the international transfers of EU/EEA/UK data are detailed within Hudl's Intra-Group Data Transfer Agreement, which itself includes the required EU Standard Contract Clauses and UK Standard Contractual Clauses.

All Hudl data transfers to the US are TLS encrypted and generally consist of insensitive personal data. Hudl therefore believes the risk of government surveillance to the privacy of transferred personal data to be very low. Additionally, Hudl will only provide personal data to applicable law enforcement authorities when under strict legal compulsion. When permitted by applicable law, law enforcement and exigencies of time, Hudl will notify its customers of any such legal requests involving their personal data.

20. Data Protection Officer

Individuals in the UK, European Economic Area, Switzerland or Singapore with inquiries or complaints regarding this Privacy Policy should first contact Hudl's Data Protection Officer at:

Data Protection Officer

Hudl UK, Ltd.

Suncourt House 2nd Floor 8-26 Essex Road

London N1 8LN United Kingdom

email: dpo@hudl.com

cc: legal@hudl.com

21. US State Specific Disclosures

See our [Hudl U.S. State Specific Privacy Policy](#).

22. Contact Us

The websites are owned and operated by Agile Sports Technologies, Inc. dba Hudl and its subsidiaries.

Hudl Legal Department

600 P Street Suite 400

Lincoln, NE 68508 United States

email: dpo@hudl.com

cc: legal@hudl.com

Our UK subsidiary, Hudl UK, Ltd, is registered in England and Wales under registration number 06962812, with registered office at Suncourt House 2nd Floor, 8-26 Essex Road, London, England, N1 8LN. Hudl UK, Ltd is a registered Data Controller with the UK Information Commissioner's Office (ICO), number ZA326152. You can contact Hudl UK, Ltd. by writing to the UK business address or email addresses given above.

23. Changes

Hudl may periodically update this Privacy Policy. The most current version of the Privacy Policy will govern our use of your information and will always be available at <http://www.hudl.com/privacy>. By using our websites, services, and products, you acknowledge your agreement to the terms of this Privacy Policy. We will notify you about material changes in the way we treat personal information by sending a notice to the email address specified in your membership account or by placing a prominent notice on our website. If a conflict is found to exist between the Hudl Privacy Policy and the Wadsworth

City School District Student Data Privacy Agreement for Technology Providers, the Wadsworth City School District Student Data Privacy Agreement for Technology Providers will prevail, as the said document details the requirements found in Ohio Revised Code. In addition, changes to the Hudl Acceptable Use policy must be approved by the District if changes are made in the middle of a contract year.

Updated 18 Oct 2024

Wadsworth City School District Student Data Privacy Agreement for Technology Providers

As used in sections 3319.325, 3319.326, and 3319.327 of the Revised Code:

(A) "Educational records" means records, files, documents, and other materials that contain information directly related to a student and are maintained by a school district board of education or by a person acting for the school district. "Educational records" does not include any of the following:

- (1) Records of instructional, supervisory, and administrative personnel and educational personnel that are in the sole possession of the maker and are not accessible or revealed to any other person except a substitute teacher;
- (2) In the case of persons who are employed by a school district, records made and maintained in the normal course of business that relate exclusively to such person in that person's capacity as an employee and are not available for use for any other purpose;
- (3) Records on a student who is eighteen years of age or older, which are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the person's professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records can be personally reviewed by a physician or other appropriate professional of the student's choice. Sub. S. B. No. 29 135th G.A. 22

(B) "Educational support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a school district board of education or an entity under contract with a school district designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services.

(C) "School-issued device" means hardware, software, devices, and accounts that a school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use.

(D) "Student" means an individual currently or formerly enrolled in a school district and applicants for enrollment.

(E) "Technology provider" means a person who contracts with a school district to provide a school-issued device for student use and creates, receives, or maintains educational records pursuant or incidental to its contract with the district. Sec. 3319.326.

A technology provider shall comply with Chapter 1347. of the Revised Code with regard to the collection, use, and protection of data as if it were a school district.

(A) Educational records created, received, maintained, or disseminated by a technology provider pursuant or incidental to a contract with a school district are solely the property of the school district.

(B) If educational records maintained by the technology provider are subject to a breach of the security of the data, as described in section 1347.12 of the Revised Code, the technology provider shall, following discovery of the breach, disclose to the school district all information necessary to fulfill the requirements of that section.

(C) Unless renewal of the contract is reasonably anticipated, within ninety days of the expiration of the contract, a technology provider shall destroy or return to the appropriate school district all educational records created, received, or maintained pursuant or incidental to the contract.

(D) A technology provider shall not sell, share, or disseminate educational records, except as provided by this section or as part of a valid delegation or assignment of its contract with a school district.

(E) A technology provider shall not use educational records for any commercial purpose, including, but not limited to, marketing or advertising to a student or parent. A commercial purpose does not include providing the specific services contracted for by a school district. Nothing in this division prohibits the technology provider from using aggregate information removed of any personally identifiable information for improving, maintaining, developing, supporting, or diagnosing the provider's site, service, or operation.

(F) A contract between a technology provider and a school district shall ensure appropriate security safeguards for educational records and include both of the following:

- (1) A restriction on unauthorized access by the technology provider's employees or contractors; Sub. S. B. No. 29 135th G.A. 23
- (2) A requirement that the technology provider's employees or contractors may be authorized to access educational records only as necessary to fulfill the official duties of the employee or contractor.

For the Technology Provider:

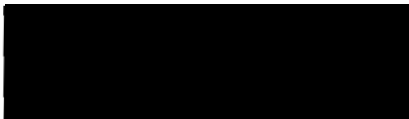


Signature

12/17/2024

Date

For the Wadsworth City School District Board of Education:



Signature of Treasurer

12/20/2024

Date

Wadsworth City School District
Student Data Privacy Agreement for Technology Providers

As used in sections 3319.325, 3319.326, and 3319.327 of the Revised Code:

(A) "Educational records" means records, files, documents, and other materials that contain information directly related to a student and are maintained by a school district board of education or by a person acting for the school district. "Educational records" does not include any of the following:

- (1) Records of instructional, supervisory, and administrative personnel and educational personnel that are in the sole possession of the maker and are not accessible or revealed to any other person except a substitute teacher;
- (2) In the case of persons who are employed by a school district, records made and maintained in the normal course of business that relate exclusively to such person in that person's capacity as an employee and are not available for use for any other purpose;
- (3) Records on a student who is eighteen years of age or older, which are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the person's professional or paraprofessional capacity, or assisting in that capacity, and that are made, maintained, or used only in connection with the provision of treatment to the student and are not available to anyone other than persons providing such treatment, except that such records can be personally reviewed by a physician or other appropriate professional of the student's choice. Sub. S. B. No. 29 135th G.A. 22

(B) "Educational support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a school district board of education or an entity under contract with a school district designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services.

(C) "School-issued device" means hardware, software, devices, and accounts that a school district, acting independently or with a technology provider, provides to an individual student for that student's dedicated personal use.

(D) "Student" means an individual currently or formerly enrolled in a school district and applicants for enrollment.

(E) "Technology provider" means a person who contracts with a school district to provide a school-issued device for student use and creates, receives, or maintains educational records pursuant or incidental to its contract with the district. Sec. 3319.326.

A technology provider shall comply with Chapter 1347. of the Revised Code with regard to the collection, use, and protection of data as if it were a school district.

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(B) If educational records maintained by the technology provider are subject to a breach of the security of the data, as described in section 1347.12 of the Revised Code, the technology provider shall, following discovery of the breach, disclose to the school district all information necessary to fulfill the requirements of that section.

(C) Unless renewal of the contract is reasonably anticipated, within ninety days of the expiration of the contract, a technology provider shall destroy or return to the appropriate school district all educational records created, received, or maintained pursuant or incidental to the contract.

(D) A technology provider shall not sell, share, or disseminate educational records, except as provided by this section or as part of a valid delegation or assignment of its contract with a school district.

(E) A technology provider shall not use educational records for any commercial purpose, including, but not limited to, marketing or advertising to a student or parent. A commercial purpose does not include providing the specific services contracted for by a school district. Nothing in this division prohibits the technology provider from using aggregate information removed of any personally identifiable information for improving, maintaining, developing, supporting, or diagnosing the provider's site, service, or operation.

(F) A contract between a technology provider and a school district shall ensure appropriate security safeguards for educational records and include both of the following:

- (1) A restriction on unauthorized access by the technology provider's employees or contractors; Sub. S. B. No. 29 135th G.A. 23
- (2) A requirement that the technology provider's employees or contractors may be authorized to access educational records only as necessary to fulfill the official duties of the employee or contractor.

Agile Sports Technologies Inc. dba Hudl

Signature

Date

For the Wadsworth City School District Board of Education:


Signature of Treasurer

12/20/24
Date

Book	Policy Manual
Section	Ready for Production November 2024
Title	Copy of PERSONAL COMMUNICATION DEVICES
Code	po5136
Status	
Adopted	November 19, 2007
Last Revised	November 20, 2017

5136 - PERSONAL COMMUNICATION DEVICES

Students may use personal communication devices (PCDs) according to the rules established in their school ~~as and~~ identified in the ~~school's~~ student handbook. The said rules shall apply during school hours and/or during extra-curricular activities. The said rules must emphasize personal communication device use be as limited as possible during school hours in an effort to reduce personal communication device-related distractions in classroom settings. The said rules may allow a student to use personal communication devices as part of a class for student learning when approved by the student's teacher. In addition, students will be permitted to use personal communication devices to monitor or address a health concern, or other uses as identified in a student's individual education program developed under Chapter 3323 of the Revised Code or plan developed under section 504 of the "Rehabilitation Act of 1973," 29 U.S.C. 794.

For purposes of this policy, "personal communication device" (PCD) ~~is defined in Bylaw 0100 - Definitions. includes computers, tablets (e.g., iPad like devices), electronic readers ("e-readers"; e.g., Kindle like devices), cell phones, smartphones (e.g., iPhones, Android devices, Windows Mobile devices, etc.), telephone paging devices (e.g., beepers or pagers), smartwatches, and/or other web-enabled devices of any type.~~ Students may not use PCDs on school property or at a school-sponsored activity to access and/or view Internet web sites that are otherwise blocked to students at school. Students may use PCDs while riding to and from school on a school bus or other Board-provided vehicles or on a school bus or Board-provided vehicle during school-sponsored activities, at the discretion of the bus driver, classroom teacher, or sponsor/advisor/coach. Distracting behavior that creates an unsafe environment will not be tolerated.

~~During after school activities, PCDs shall be powered completely off (not just placed into vibrate or silent mode) and stored out of sight when directed by the administrator or sponsor.~~

~~Under certain circumstances, a student may keep his/her PCD "On" with prior approval from the Principal.~~

Except as authorized by a teacher, administrator or IEP team, students are prohibited from using PCDs during the school day, including while off-campus on a field trip, ~~and during extra-curricular activities~~ to capture, record and/or transmit the words or sounds (i.e., audio) and/or images (i.e., pictures/video) of any student, staff member or other person. Using a PCD to capture, record and/or transmit audio and/or pictures/video of an individual without proper consent is considered an invasion of privacy and is not permitted. If the violation involves potentially illegal activity, the confiscated-PCD may be turned over to law enforcement.

PCDs, including but not limited to those with cameras, may not be activated or utilized at any time in any school situation where a reasonable expectation of personal privacy exists. These locations and circumstances include, but are not limited to, gymnasiums, locker rooms, shower facilities, rest/bathrooms, and any other areas where students or others may change clothes or be in any stage or degree of disrobing or changing clothes. The Superintendent and Principal are authorized to determine other specific locations and situations where use of a PCD is absolutely prohibited.

~~Students are expressly prohibited from using covert means to listen in or make a recording (audio or video) of any meeting or activity at school. This includes placing recording devices, or other devices with one or two way audio communication technology (i.e., technology that allows a person off site to listen to live conversations and sounds taking place in the location where the device is located), within a student's book bag or on the student's person without express written consent of the Superintendent. Any requests to place a recording device or other device with one or two way audio communication technology within a student's book bag or on a student's person shall be submitted, in writing, to the Principal. The District representative shall notify the parent(s), in writing, whether such request is denied or granted within five (5) days.~~

Students shall have no expectation of confidentiality with respect to their use of PCDs on school premises/property.

Students may not use a PCD in any way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed or intimidated. See Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior. In particular, students are prohibited from using PCDs to: (1) transmit material that is threatening, obscene, disruptive, or sexually explicit or that can be construed as harassment or disparagement of others based upon their race, color, national origin, sex (including sexual orientation/transgender identity), disability, age, religion, ancestry, or political beliefs; and (2) engage in "sexting" - i.e., sending, receiving, sharing, viewing, or possessing pictures, text messages, e-mails or other materials of a sexual nature in electronic or any other form. Violation of these prohibitions shall result in disciplinary action. Furthermore, such actions will be reported to local law enforcement and child services as required by law.

Students are also prohibited from using a PCD to capture, record, and/or transmit test information or any other information in a manner constituting fraud, theft, cheating, or academic dishonesty. Likewise, students are prohibited from using PCDs to receive such information.

Possession of a PCD by a student at school during school hours and/or during extra-curricular activities is a privilege that may be forfeited by any student who fails to abide by the terms of this policy, or otherwise abuses this privilege.

Violations of this policy may result in disciplinary action and/or confiscation of the PCD. The Principal will also refer the matter to law enforcement or child services if the violation involves an illegal activity (e.g., child pornography, sexting). Discipline will be imposed on an escalating scale ranging from a warning to an expulsion based on the number of previous violations and/or the nature of or circumstances surrounding a particular violation. If the PCD is confiscated, it will be released/returned to the student's parent/guardian after the student complies with any other disciplinary consequences that are imposed, unless the violation involves potentially illegal activity in which case the PCD may be turned-over to law enforcement. A confiscated device will be marked in a removable manner with the student's name and held in a secure location in the building's central office until it is retrieved by the parent/guardian or turned-over to law enforcement. School officials will not search or otherwise tamper with PCDs in District custody unless they reasonably suspect that the search is required to discover evidence of a violation of the law or other school rules. Any search will be conducted in accordance with **Board** Policy 5771 - Search and Seizure. If multiple offenses occur, a student may lose his/her privilege to bring a PCD to school for a designated length of time or on a permanent basis.

A person who discovers a student using a PCD, recording device, or other device with one- or two-way audio communication technology in violation of this policy is required to report the violation to the Principal **or Superintendent**.

Students are personally and solely responsible for the care and security of their PCDs. The Board assumes no responsibility for theft, loss, or damage to, or misuse or unauthorized use of, PCDs brought onto its property.

Parents/Guardians are advised that the best way to get in touch with their child during the school day is by calling the school office.

Students may use school phones to contact parents/guardians during the school day.

This policy shall be posted prominently on the District's website and in a central location in each school building and made publicly available upon request.

Revised 7/14/09

Revised 10/14/13

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College Credit Plus

MEMORANDUM OF UNDERSTANDING

School Year 2025-2026

Between

Kent State University
(hereafter known as IHE)

AND

The Wadsworth City School District Board of Education
School District

(hereafter known as LEA)

Contents

SECTION I: INTRODUCTION, DEFINITION, AND PURPOSE	4
SECTION II: SCOPE	4
SECTION III: STATE REPORTING	4
SECTION IV: LIABILITY OF PARTIES	5
SECTION V: STUDENT ELIGIBILITY AND ADMISSION	5
Steps to Admission	5
Course Approval	5
Course Requirements	6
Eligible Semesters	6
Academic Standing	6
SECTION VI: COURSE ELIGIBILITY AND APPROVAL	6
Course Location and Format	6
Academic Quality of CCP Courses	6
CCP 15 and 30 Credit Hour Pathways	7
Eligible Courses	7
Non-Allowable Courses	7
SECTION VII: HIGH SCHOOL DELIVERED COURSES - GUIDELINES	8
Memorandum of Understanding	8
Overall Expectations of LEAs	8
CCP Courses Taught on the LEA Campus and Student Enrollment	8
SECTION VIII: CCP HIGH SCHOOL TEACHERS - CLASSIFICATION, CREDENTIALING, AND MONITORING	9
Classification of CCP Teachers	9
Teaching Load	9
IHE Policy and Procedures	9
Credentialing of CCP Teachers	9
Faculty Credentials	9
CCP Course Monitoring Process	10
SECTION IX: CCP HIGH SCHOOL TEACHERS - APPLICATION PROCESSES	10
CCP Teacher Application Process	11
Approval Process	11
Initial Approval of High School Teacher as CCP Teacher	11

Conditional Approval of High School Teacher	12
Continuation of High School Teacher as CCP Teacher	12
SECTION X: RESPONSIBILITIES OF CCP HIGH SCHOOL TEACHERS	12
Curriculum, Course Competencies, and Teaching Requirements	12
Textbooks and Required Materials	13
Contact Hours Pertaining to CCP Teachers	13
Student Evaluation of Instructor Performance	13
SECTION XI: CONTINUATION OF CCP COURSE OFFERINGS AT HIGH SCHOOL	13
SECTION XII: GRANTING OF COLLEGE CREDIT	14
Transcripts	14
SECTION XIII: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")	14
Communication with Parents for Students in Courses Delivered at High Schools:	14
Communication with Parents for Students in Courses Delivered at IHE Locations:	15
SECTION XIV: STATE REPORTING	15
SECTION XV: APPEALS	15
SECTION XVI: RELEVANT LAWS	15
SECTION XVII: NONDISCRIMINATION	15
SECTION XVIII: MARKETING, ADVERTISING AND PROMOTION	15
SECTION XIX: FINANCIAL STRUCTURE AND COST SHARING	16
High School Delivery - Option A:	16
High School Delivery - Option B:	16
On Campus Delivery:	17
Distance Learning Delivery:	17
SECTION XX: TERMS AND CONDITIONS	18
SECTION XXI: APPROVALS	18
IHE (Kent State University):	18
(Partnering Secondary School Name)	18
APPENDIX A	19
Listing of Authorized College Credit Plus Courses 15/30 Credit Hour Pathway	19
College Credit Plus Pathways	20
APPENDIX B	21
APPENDIX C	22
College Readiness Indicators for CCP Students	22

SECTION I: INTRODUCTION, DEFINITION, AND PURPOSE

"College Credit Plus Program" (hereafter CCP) means a program that provides multiple opportunities for secondary school students in grades 7-12 who are Ohio residents to enroll in college-level courses on a full or part time basis and complete allowable academic, non-sectarian, non-remedial courses, for high school and college credit pursuant to ORC3365.02 (effective 9/29/2017).

Kent State University allows eligible students entering grades 7-12 to enroll in college courses while attending middle or high school and permits the students to take courses in place of, or in addition to, the normal course load at their high school in its CCP program. Students must apply and be eligible to participate in the program to receive college credit. In addition, students admitted to the program must meet the same requirements as all other college students. College credit earned upon successful completion of the course(s) may be applied towards an Associate Degree or Baccalaureate Degree at Kent State University or may transfer to other colleges and universities.

The primary purpose of the CCP program is to increase the educational options and opportunities for secondary students. Fundamentally, CCP provides the opportunity for students in grades 7-12 to earn credit at the secondary and postsecondary levels simultaneously. The program may also encourage more students to consider post-secondary education. Research indicates that CCP programs can lead to better completion rates for both high school and college; reduce the need for remediation; shorten time to a diploma or degree completion; reduce the cost of higher education; reinforce the concept of life-long learning through an educational continuum; provide an alternative for students tempted to leave high school to enter the workforce; and, especially when offered through distance learning, provide equal access to higher education opportunities to students, whether rural or urban. CCP is not intended to be a substitute for the academic programs and other educational experiences offered by Ohio's high schools.

This Memorandum of Understanding (MOU) includes multiple sections for the different types of CCP course delivery, credentialing and responsibilities of high school instructors, and financial structure for the 2025-2026 Academic Year.

SECTION II: SCOPE

College Credit Plus (CCP) shall be provided in accordance with the terms and conditions of this uniform College Credit Plus Master Agreement (*hereafter* Agreement), which supersedes all previous agreements, versions and addenda.

This Agreement applies to local education agencies (public school districts, locally chartered and state-chartered charter schools, state-supported schools) (*hereafter* LEA).

This Agreement applies to all Kent State University campuses. Separate agreements with each campus are not required. The LEA is encouraged to work directly with their closest Kent State University campus. The LEA may complete agreements with multiple Colleges and Universities. The University may complete agreements with multiple LEAs.

SECTION III: STATE REPORTING

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

SECTION IV: LIABILITY OF PARTIES

CCP status will not affect the institutional liability for students while physically present on the respective campuses of the LEA or IHE. The policies and code of conduct will govern the students while physically present on the respective campuses or while enrolled and participating in distance learning courses. To the extent permitted by Ohio law, each party agrees only to be liable for the acts and omissions of its own officers and employees engaged in the scope of their employment arising under this Agreement, as may be determined by a court of competent jurisdiction, and each party hereby agrees only to be responsible for certain claims with respect to that party's actions in connection with this Agreement. It is specifically agreed that neither party shall indemnify the other party and each party agrees to be responsible for its own defense. The parties agree that nothing in this provision shall be construed as a waiver of the protections, immunities, and limitations for by the laws of the State of Ohio, including but not limited to Ohio Revised Code 9.27. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign or qualified immunity of the University, its employees, and/or the State of Ohio.

Each party warrants and represents that it has adequate insurance coverage for any liabilities arising out of the presence of students on its campus.

SECTION V: STUDENT ELIGIBILITY AND ADMISSION

Steps to Admission

The LEA and IHE shall qualify and advise candidates entering grades 7-12 for CCP participation. For acceptance into the program the IHE will review the following application materials provided by the student:

- a. Evidence student meets or exceeds state CCP remediation free standards as indicated in the "Uniform Statewide Standards for Remediation-Free Status" dated May 2019 (see Appendix C) and/or secondary school transcripts with an unweighted high school GPA of 3.0 or higher or other eligibility requirements.
- b. Online CCP application submitted prior to IHE application deadline: April 15 for Summer; June 1 for Fall; October 15 for Spring enrollment - Applications are FREE of charge
- c. Secondary school transcripts
- d. CCP Permission Form signed by student and parent/guardian
- e. Applications are reviewed holistically in accordance with practices utilized with undergraduate applications for admission

Upon admission, students will participate in required orientation events and will meet with an assigned academic advisor prior to initial course registration. Students will continue to meet with their academic advisor prior to registration each academic term.

Course Approval

Student approval for CCP courses shall be by the IHE representatives on a course-by-course basis each semester based on the student's prior coursework, career pathway, and/or academic readiness. The IHE and LEA agree that this agreement cannot be used by either party to limit participation of a student in enrolling in allowable courses not part of the agreement.

The student must meet course eligibility requirements including but not limited to placement and course prerequisites. The student is limited to no more than 18 semester hours of credit per semester; no more than 30 credit hours per academic year; and not more than the equivalent of four academic years, or one hundred and twenty (120) college credit hours total through the CCP program under division (B) of section 3365.06 of the Revised Code, including those students eligible to start participating in the

program in seventh and eighth grade.

The LEA is responsible for assuring that each student does not exceed full-time status which is calculated as follows:

- 1) Determine student's number of high school ONLY units.
- 2) Multiply that number by 3, and
- 3) Subtract the result from the number 30.
- 4) That number is the total number of college credits that a CCP student may earn that academic year (summer, fall and spring terms) at any college or university as part of CCP.

Course Requirements

The course requirements for high school students enrolled in CCP courses shall be the same as those of regular college students. Course requirements/syllabus information shall include the course prerequisites, course content, grading policy, attendance requirements, course completion requirements, performance standards, and other related course information whether the course is taught at the high school or college location or taught by a credentialed high school faculty member or IHE faculty member.

Eligible Semesters

Eligible students may enroll in CCP courses during Summer, Fall and Spring Semester under this Agreement pursuant to the provisions of ORC 3365.

Academic Standing

Students whose semester and/or cumulative Kent State University GPAs fall below a 2.0 shall be required to meet with their academic advisor to determine the appropriate actions and/or whether that student is eligible to continue in CCP. Students enrolled in CCP are subject to Kent State University policies regarding academic probation and dismissal.

CCP students shall follow the guidelines provided in ORC 3365.091 (effective 9/29/2017) and any other laws or regulations that may come into effect beginning with the summer term of the 2025-2026 academic year and the LEA shall be responsible for monitoring academic progress for students enrolled in multiple IHEs.

The LEA shall be responsible for placing an underperforming student as defined in OAC 3333-1-65.13 (effective 2/15/2018) on CCP probation and dismissing a student from the CCP program according to the guidelines provided within this rule. The LEA shall promptly notify the student, the student's parent, and the IHE in which the student is enrolled of the student's status.

SECTION VI: COURSE ELIGIBILITY AND APPROVAL

The following general eligibility and approval requirements shall apply to all CCP Agreements:

Course Location and Format

CCP courses may be offered at the LEA or at any IHE campus. CCP courses may be delivered during or outside of LEA hours. IHE may offer CCP courses via distance learning (online, hybrid, blended, or compressed video).

Academic Quality of CCP Courses

College courses eligible for CCP credit shall meet the rigor for college credit and be congruent with the

IHE's normal offerings. All students enrolled in the IHE under the CCP program must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered. Classes offered in LEA settings shall conform to the IHE's academic standards, shall follow the same course syllabi, use the same textbook and materials, achieve the same learning outcomes, and be assessed using the same methods as the college course delivered on the college campus. For an LEA seeking adjunct faculty approval for their faculty to teach the college course, the LEA shall contact the University Outreach and Engagement Office contacts outlined in Appendix B. Faculty for all CCP courses shall be evaluated and approved by the appropriate IHE academic unit/department and are expected to meet the requirements set by the IHE and ODHE.

CCP 15 and 30 Credit Hour Pathways

The LEA in collaboration with the IHE shall determine a list of academic courses and 15/30 credit hour pathways eligible for CCP credit for inclusion under Appendix A. Additional pathways may be created between an IHE campus and school district. These Pathways shall be published among the LEA school's official list of course offerings from which a participant may select pursuant to ORC 3365.13.

Eligible Courses

College courses that simultaneously earn credit toward high school graduation and a postsecondary degree or certificate shall be eligible for CCP within the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2025-2026 academic year. CCP courses may be taken as high school electives or as high school core course credits. Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

- 1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
- 2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
- 3) Technical certificate courses
- 4) 15-credit hour or 30-credit hour model pathway courses
- 5) Study skills, academic or career success skills courses
- 6) Internship courses
- 7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that are not a Level I course for which they have met prerequisites.

Non-Allowable Courses

Pursuant to Ohio Administrative Code 3333-1-65.12, the following courses are non-allowable unless the Chancellor approves them for certificate or degree completion:

- One-on-one private instruction courses
- Courses with fees that exceed amount set by Chancellor
- Study abroad courses
- Physical education courses
- *PIF* or *SIU* grades (unless the course is an internship or is a transferable course for all students enrolled)
- Remedial courses and Sectarian religion courses

SECTION VII: HIGH SCHOOL DELIVERED COURSES - GUIDELINES

The selection and offering of CCP courses are a shared responsibility between the IHE and each LEA. Each institutional representative is responsible for upholding all course requirements and agreements.

Memorandum of Understanding

The MOU authorizes the offering of CCP courses at participating LEAs. The MOU remains in effect for the academic year of 2025-2026 or until amended with agreement by both parties. See Section XXI for the Signature Page.

Overall Expectations of LEAs

- Adhere to all MOU requirements as noted within this document.
- Ensure that all students considering participation in IHE courses at the LEA location have completed the free online CCP application and have provided supporting documentation prior to the **IBE CCP application deadline dates of April 15 for Summer Semester, June 1 for Fall Semester and October 15 for Spring Semester courses.**
- Submit names, applications, and supporting application documents for all CCP teacher candidates by March 1.
- Support the CCP teacher's attendance for a minimum of three (3) contact hours per year for IHE's required professional development offerings or meetings.
- Course syllabi must be submitted to the IHE academic department and the University Outreach and Engagement office and reviewed prior to the first day of classes for each course offered at the high school location.
- Review IHE course enrollment lists and finalize student enrollment at least 14 days prior to the first day of classes for each course offered at the high school locations. The LEA must provide each participating student's SSID numbers to IHE according to the CCP timeline.
- Communicate all schedule changes immediately to the IHE including add, drop, and withdrawal. Deadlines for each type of schedule change will be established at the beginning of the academic term.
- Adhere to IHE guidelines for minimum and maximum course section enrollments.
- Follow the rules of the CCP legislation as identified by the Ohio Revised Code, Ohio Administrative Code, Ohio Department of Education, and the Ohio Department of Higher Education.

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workforce*

MP 10/30/2024

CCP Courses Taught on the LEA Campus and Student Enrollment

CCP courses delivered on the LEA campus may include students who are not enrolled in the college under the following conditions:

- All students in the class follow the same course syllabus, use the same textbook and materials, aspire to achieve the same learning outcomes and are assessed using the same methods as the college course delivered on the college campus; and
- All CCP students (enrolled and therefore receiving college and high school credit) must be assessed with the same standard of achievement and held to the same grading standards, regardless of where the course is delivered.
- A student (not enrolled in the IHE) shall, along with the student's parents, be notified the student is not earning college credit and would likely be required to retake the course upon college enrollment if college credit is desired. The LEA is responsible for providing this notification in writing.

SECTION VIII: CCP HIGH SCHOOL TEACHERS - CLASSIFICATION, CREDENTIALING, AND MONITORING

Classification of CCP Teachers

CCP teachers are certified or licensed high school teaching employees who have been approved to teach Kent State University courses at those teachers' high schools during the regular school day. These teachers are employed by, and remain employees of the School Districts, not Kent State University.

Teaching Load

CCP teachers are full-time employees of their School Districts and are contractually obligated to teach an assigned number of classes during the day by their School District. Therefore, the number of classes that are offered for CCP is determined by the number of qualifying students and may vary from high school to high school.

IHE Policy and Procedures

Although CCP teachers are full-time employees of the School District wherein each teaches the college course(s), CCP teachers are expected to follow all IHE policies as applicable during the instructional time designated for CCP courses.

Credentialing of CCP Teachers

CCP teachers must meet the minimum credential requirements for postsecondary faculty as described within Chapter 4 of the "Guidelines and Procedures for Academic Program Review" document, published by the Ohio Department of Higher Education, July 2016:

Faculty Credentials

The following expectations apply to all full-time and part-time instructors, including graduate teaching assistants and high school teachers who serve as adjunct faculty members for dual enrollment courses.

1. For general education courses:
 - Faculty members teaching general education courses must hold a minimum of a master's degree in the discipline or a master's degree and a cohesive set of at least 18 semester credit hours of graduate coursework relevant to the discipline.
 - Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors while enrolled in a program to meet credentialing requirements. Examples of such individuals include graduate teaching assistants (GTAs), adjunct faculty members and dual enrollment faculty members.
2. For courses other than general education courses:
 - Faculty members must hold a terminal degree or a degree at least one level above the degree level in which they are teaching:
 - At least a bachelor's degree if teaching in an associate degree program
 - At least a master's degree if teaching in a bachelor's degree program
 - A terminal degree if teaching in a graduate program.

³ A "cohesive set" of courses is a program of study that includes disciplinary content comparable to that which would be obtained in a master's degree program in the discipline. The program of study should be planned in collaboration with experts in the discipline and preferably completed at a single institution.

- Individuals who are making substantial progress toward meeting the faculty credentialing requirements and who are mentored by a faculty member who does meet the minimum credentialing requirements may serve as instructors during their educational programs. Examples of such individuals include graduate teaching assistants (GTAs) or adjunct faculty members who are working toward meeting the faculty credentialing requirements.
 - Faculty members teaching technically- or practice-oriented courses must have practical experience in the field and hold current licenses and/or certifications, as applicable.
 - For programs involving clinical faculty (e.g., student teaching supervisors, clinical practicum supervisors), the credentials and involvement of clinical faculty are described and meet applicable professional standards for the delivery of the educational experiences.
3. The following expectations apply to all faculty members:
- Faculty members must hold a degree from a regionally or nationally accredited institution recognized by the U.S. Department of Education or the Council for Higher Education Accreditation or equivalent as verified by a member of the National Association of Credential Evaluation Services.
 - Where professional accreditation or licensing standards for faculty differ from the Chancellor's standards, faculty members are expected to meet the higher standards.
 - Faculty members must show evidence of continuing professional development in the discipline.
 - Faculty members who teach online courses must be prepared for teaching in an online environment
- (Source: Ohio Department of Higher Education, 2015)*

CCP Course Monitoring Process

The IHE is responsible for ensuring that all CCP courses are taught by qualified teachers regardless of class location (i.e., college campus, high school campus, or satellite site). The IHE will monitor the quality of instruction in CCP courses in order to assure compliance with the standards established by the State of Ohio, the Higher Learning Commission, the College, the School District, and discipline specific accrediting bodies.

Course monitoring will include the following:

- Establish opportunities for CCP teachers to meet with appropriate IHE faculty to discuss the particular requirements for the courses and department as needed;
- Provide CCP teachers with information detailing add/drop and withdrawal policies, student code of conduct, grading policies, critical dates, and other pertinent information;
- Coordinate Professional Development activities for the CCP teachers; and
- Conduct at least one observation for each teacher during the first year of review that the CCP Instructor is teaching the college-level course at the high school and at least once per year thereafter. The time for observations should be coordinated with the CCP instructor and building principal prior to the observation. The observation process will utilize the same criteria as for full-time and/or adjunct faculty.

SECTION IX: CCP HIGH SCHOOL TEACHERS - APPLICATION PROCESSES

The responsibilities of the LEA and IHE as well as the process for application and approval for CCP teachers are outlined as follows:

The LEA designee will:

- Identify prospective CCP teachers who will meet the credentialing criteria by March 1 of each

year. **Only under specific and unanticipated circumstances might additional teachers be considered after March 1 for the upcoming school year.** Such circumstances include consideration of a new hire after the March 1 deadline owing to an unexpected retirement or resignation. IHE maintains the sole discretion whether to consider any CCP teachers after the March 1 deadline.

- Assist their teacher with the application process which will include but may not be limited to submitting transcripts, cover letter, and application.

The IHE will:

- Communicate with the LEA about the qualifications for CCP teachers.
- Meet with the prospective CCP teacher to answer questions and discuss the required expectations.
- Evaluate the prospective CCP teacher's credentials and transcripts before forwarding the documents to the appropriate Department Chair, Academic Dean, or Provost.

CCP Teacher Application Process

A high school teacher who is identified as a prospective CCP teacher must complete the IHE application process which includes:

- Kent State University online CCP Instructor Application form located on the Kent State CCP website (www.kent.edu/ccp).
- Resume including three professional letters of recommendation (Kent State University Department Chair will have the option to conduct reference checks).
- Undergraduate and graduate college or university transcripts from all institutions attended.
- Any additional information required to determine eligibility to teach the content material.

Approval Process

The approval process for the CCP teacher who will teach a college course will be consistent with the standards used to hire a faculty member for the course taught on the IHE campuses. Merely having the credentials to teach college courses is no assurance of approval into the program. The department chair has full authority to interview and to make the final decisions regarding the approval and dismissal of teachers teaching CCP courses in the high schools based on credentials, teaching experience, presentation, subject knowledge, and other instructional factors related to the subject matter.

A high school teacher who is identified as a prospective CCP teacher must be approved by the IHE department chair in the teaching discipline, the Academic Division Dean, or the Provost and meet the same qualifications as IHE faculty. **The IHE Provost (Chief Academic Officer) has the final and official approval authority of CCP teachers.**

In accordance with Ohio law, and with guidance from the *State Board of Education* *012 12/11/2004* Ohio Department of Education, teachers must have a completed background check on file with the district office. Refer to the Ohio Department of Education website for background check requirements. Kent State University will also conduct a background check prior to final approval of the CCP Instructor.

Initial Approval of High School Teacher as CCP Teacher

Department Chair and the University Outreach and Engagement office will utilize the following procedures as part of the approval process:

- University Outreach and Engagement will build the candidate's application packet and when complete forward the packet to the appropriate academic Chair or Dean.
- Chair or Dean reviews and confirms that the candidate's academic credentials meet minimum requirements.

- An interview and/or assessments may be required as part of the application process.
- The academic department will inform the University Outreach and Engagement of the candidate's status.
- Upon approval, the Office of Academic Personnel will provide the candidate with instructions regarding the process for completing a background check for the University and obtaining a \$0 teaching contract.

Conditional Approval of High School Teacher

If a High School Teacher does not meet the minimum credential requirements but is conditionally approved to teach a CCP course, the "Credentialing of CCP Faculty" form must be completed by the high school teacher, high school principal, and signed by the Provost of Kent State University. The form identifies the plan for teachers to obtain the necessary requirements within a specific timeframe.

Continuation of High School Teacher as CCP Teacher

After initial approval, a CCP teacher may continue teaching CCP courses without the need to undergo the approval process again contingent upon the following items:

- 1) CCP courses being taught continuously each year in the same discipline and/or teaching area;
- 2) CCP teacher teaching the course adequately meets all evaluation requirements, departmental requirements, responsibilities, and procedures including participation in at least three (3) hours of professional development provided by the IHE annually.

SECTION X: RESPONSIBILITIES OF CCP HIGH SCHOOL TEACHERS

Curriculum, Course Competencies, and Teaching Requirements

- CCP teachers will utilize the provided course syllabi document and will customize fields as appropriate. The syllabus may not be altered other than adding customized information in the allowable fields. No other logo other than Kent State University's may be included on the syllabus. The teacher's Kent State University email address must be included on the syllabus. Any syllabus that does not meet these requirements will be returned to the teacher and a new syllabus must be created.
- The syllabus must be submitted to Kent State University **prior to** the first week of instruction with one copy to the academic department and one copy to the University Outreach and Engagement office.
- Only the approved CCP teacher will teach the course. If a CCP teacher is unable to teach the course, arrangements must be made by contacting IHE prior to an extended absence.
- CCP teachers will notify students concerning their academic progress prior to the last day to drop/withdraw from the IHE course.
- LEA teachers, as instructors for the IHE in CCP courses taught at their school location are bound by the protections provided to college students by the Family Educational Rights and Privacy Act (FERPA) of 1974, as amended. All educational records with identifiable student information are required to be safeguarded per University policy 3342.5 - 08.101
<https://www.kent.edu/policyreg/operational-procedures-and-regulations-regarding-collection-retention-and-dissemination>.

- CCP teachers will post formative and summative grades for assignments and exams on the IHE learning management system on a regular basis. Any grades posted to a secure LEA site must be restricted to student view only to comply with FERPA.
- Mid-term grades are not permitted to be published on the high school grade report or transcript, nor utilized in determining high school GPA or class standing.
- **Enrollment Verification, Midterm, Final and official** grades must be reported within the Kent State University FlashLine portal in a timely manner.
- All grades and information contained in the IHE learning management system and FlashLine portal are considered maintained by the IHE and subject to the same FERPA protections as afforded to any students enrolled in college coursework. CCP teachers are responsible for safeguarding identifiable information and providing FERPA protections to CCP students enrolled in courses taught at their high school location.
- CCP teachers are required to attend IHE departmental planning meetings and staff development activities, including CCP training workshops and engage in a minimum of three hours of documented professional development provided by the IHE each academic year.

Textbooks and Required Materials

- CCP teachers are expected to use approved textbooks (whether hard copy or digital) and required materials for the IHE course.
- Textbooks must be college-level and approved by the Department Chairs.
- The textbooks and materials must be available to the students on the first day of class.
- Textbooks and materials may be obtained by contacting the IHE University Bookstore for the campus through which the course is being taught or may be obtained from another vendor.
- IHE will contact LEAs with changing textbook information as applicable. IHEs must confirm current editions of textbooks with the University Bookstore prior to purchasing textbooks from other vendors.

Contact Hours Pertaining to CCP Teachers

- CCP teachers are obligated to meet the minimum required number of contact hours for the course(s) taught per semester. While courses may have variable start dates, all courses must follow the IHE end of term, final exam, and grade submission dates.
- In order to ensure meeting the required contact hours, CCP teachers are expected to make up lost contact hours.
- In line with the importance of contact hours and attendance, students may not be added to a course after the "last date to add" deadline, unless an error in the registration process occurred.

Student Evaluation of Instructor Performance

CCP teachers will be evaluated once each semester by the students using the same course evaluation instruments utilized on the IHE's campuses. The evaluation information will be disseminated to the CCP teachers in advance to share with students approximately two weeks prior to the end of the academic semester. The course evaluation may be completed online or on paper depending on the IHE's decision for distribution.

SECTION XI: CONTINUATION OF CCP COURSE OFFERINGS AT HIGH SCHOOL

This MOU is a binding agreement and, should either party fail to adhere to its responsibilities therein, the removal of CCP courses will be considered if the infraction is not corrected after documentation.

SECTION XII: GRANTING OF COLLEGE CREDIT

Transcripts

The IHE is responsible for maintaining the college transcript for each student. All CCP approved courses are identified on the college transcript as regular college-level course work.

The LEA is responsible for maintaining the secondary school transcript. The IHE will provide official course grades to the LEA at the conclusion of the academic term and after course grades have been finalized. The LEA will post the actual course title, IHE name, and grade earned in the college course to the student's high school transcript. In cases where no grade is reported for a course, where a grade of "I" (incomplete) is reported, or where a grade change occurs after final grades have been posted, the student will request a transcript be sent to their LEA to verify corrected course grades.

Mid-term grades are not permitted to be published on the high school grade report or transcript, nor utilized in determining high school GPA or class standing.

Upon a student's request, the IHE will provide an official college transcript showing credit for the completed college-level course work. Depending upon the type of transcript requested, a service fee may be required. Students can access and print unofficial copies of their transcripts through their FlashLine portal.

SECTION XIII: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA")

The Family Educational Rights and Privacy Act (FERPA) is a Federal Law that protects the privacy of student education records, both financial and academic. For the student's protection, FERPA limits the release of student record information without the student's explicit written consent; however, it also gives the student's parent(s)/guardian(s) the right to review those records if the parent(s)/guardian(s) claim the student as a dependent on their Federal Income Tax Return.

Communication with Parents for Students in Courses Delivered at High Schools:

CCP students are college students, and their educational records are protected by FERPA legislation. Students enrolled in college courses, regardless of the classroom location, are protected and communication must be carefully distributed.

CCP teachers for Kent State University must adhere to FERPA legislation. **Note that while enrolled in college courses, FERPA limits ALL instructors, including CCP teachers, to provide performance information only to the student without prior consent from the student.**

Kent State University requires that each CCP teacher verify with the University that a valid FERPA Release Form and/or an approved Parent/Guardian Verification of Student Dependent Status form is in place at the University for any participating student prior to the release of any protected information. Students may complete a FERPA release online through their FlashLine account or may complete a paper release form found online at <https://www.kent.edu/registrar/ferpa-forms> and submit this to the Kent State University Registrar.

In the event that a high school CCP teacher identifies a need to contact a student's parent proactively

regarding progress in the college course, they may only do so if a signed FERPA Release form is on file with the University.

Communication with Parents for Students in Courses Delivered at IHE Locations:

Students may grant Kent State University permission to release information about their student records to a third party (including parents, stepparents, etc.) by completing a FERPA Release Form online through their FlashLine account or completing a paper release form found online at <https://www.kent.edu/registrar/ferpa-forms> and submit this to the Kent State University Registrar. In the absence of a student initiated FERPA release, parent(s)/guardian(s) may submit a Parent/Guardian Verification of Student Dependent Status form for review to the University Registrar.

SECTION XIV: STATE REPORTING

The LEA and IHE shall retain educational records in accordance with Ohio or Federal statutes and record retention regulations and shall collaborate where necessary to provide required statistical information.

SECTION XV: APPEALS

Each student has the right to appeal decisions concerning the CCP program. The LEA and IHE shall have a student appeals process. LEA and IHE decisions are final.

SECTION XVI: RELEVANT LAWS

At all times, the parties agree to follow and be responsible for their own compliance with all local, state and Federal laws and regulations related to the CCP program, including but not limited to the provisions of section 3333-1-65, et seq. of the Ohio Administrative Code, as amended. At any time, should a party's inability to comply with the law interfere with that party's ability to adhere to the terms of this Agreement or should such inability impede that party's eligibility under this program, the other party shall have the right to suspend or terminate this Agreement. Notwithstanding the foregoing, the parties shall take all reasonable actions to mitigate any effects of such action upon currently enrolled students.

SECTION XVII: NONDISCRIMINATION

Each party agrees to comply with all applicable laws regarding affirmative action and equal employment opportunity in connection with this Agreement and each party further agrees not to discriminate against any person or group of persons on the basis of race, color, religion, gender, sexual orientation, national origin, ancestry, disability, genetic information, age, military status, or identity as a disabled veteran or veteran of the Vietnam era, recently separated veteran, or other protected veteran.

SECTION XVIII: MARKETING, ADVERTISING AND PROMOTION

LEA and IHE shall cooperatively market the CCP program by:

- Equally promoting the Agreement to partner's students and their families, as well as to the communities served by the partner through each entity's website.

- LEA shall provide IHE with reasonable access to LEA students, parents and counselors to allow IHE to market and promote the program.

LEA shall market the CCP program by:

- Identifying this agreement with IHE in the required annual notice to students, in the required annual information session, in the annual program of studies, and on the school website.
- Providing IHE with advanced notification and an opportunity to present during the LEA's annual CCP informational sessions.
- Providing IHE with reasonable access to partner students, parents and counselors to allow IHE to market and promote the program.
- ~~Assisting IHE in mailing promotional materials to partner students and parents by providing their home addresses~~ 10/30/2024

IHE shall market the CCP program by:

- Identifying this agreement with the LEA on the CCP website.
- Providing an annual session for IHE counselors to meet with LEA representatives regarding the CCP program.

Each party shall, prior to the issuance of any news or press release marketing the program, provide notification and a copy of the release to the other party.

The LEA must adhere to the use of the IHE logo and signage guidelines which will be provided to LEA upon request.

SECTION XIX: FINANCIAL STRUCTURE AND COST SHARING

1. The IHE will retain all State Support of Instruction (SSI) funds for students completing CCP courses.
2. The cost of textbooks, course materials and supplies including access codes will be incurred by the school district unless alternative arrangements have been made with the campus through which the student(s) is(are) enrolled and the IHE shall waive payment of all other fees related to participation in the program pursuant to ORC 3365.07 with the exception of students enrolled under ORC 3365.06 (A).
 - 1) The LEA can choose to initiate and maintain an account with the IHE University Bookstore and can elect to purchase textbooks and materials through other vendors. Students shall have the required course textbooks and materials available by the first day of classes.
 - 2) Students can participate in the Kent State University Flash books initiative whereby textbooks are made available electronically at a cost savings to the district. This initiative is currently limited to a finite number of specified course sections. Billing for Flash books materials will be invoiced to districts separately from the IHE University Bookstore partner.
3. The IHE will invoice based on the following formula subject to approval by the Chancellor, Ohio Department of Higher Education:

High School Delivery - Option A:

For courses taught by a high school teacher approved by the IHE at the LEA location, the rate will be the State of Ohio default floor amount established in the 2025 state budget (to be determined upon approval of the biennial state budget) x number of credit hours/course x number of students.

High School Delivery - Option B:

For courses taught by an IHE faculty member at the LEA location, the rate will be the State of Ohio default midpoint amount established in the 2025 state budget (to be determined upon approval of the biennial state

budget) x number of credit hours/course x number of students.

On Campus Delivery:

For courses taught by a university faculty member at an IHE location, the cost will be the State of Ohio default ceiling amount established in the 2025 state budget (to be determined after approval of the biennial state budget) x number of credit hours/course x number of students.

Distance Learning Delivery:

For courses being taught via distance learning, the cost will be the State of Ohio default ceiling amount established in the 2025 state budget (to be determined after approval of the biennial state budget) x number of credit hours/course x number of students.

Necessary tutoring for special education students and accommodations for ADA qualifying students will be the responsibility of the LEA in consultation with the IHE. CCP students will have access to student resources at the IHE.

SECTION XX: TERMS AND CONDITIONS

The initial term of this Agreement shall be from July 1, 2025, to June 30, 2026. This Agreement may not be altered or modified by any party adhering to it, with the exception of the Appendix. The IHE may modify the list of college credit plus courses in the Appendix of this Agreement. Modifications to the Appendix must be submitted to the LEA prior to the beginning of a new semester. This Agreement shall expire on June 30, 2026.

Either party may terminate this Agreement for cause upon written notice to the other party if the other party fails to cure any material breach of this Agreement within thirty (30) days after receiving written notice of such breach. In the event of such failure to cure, this Agreement will terminate on the 30th day after such notice is provided. In the event of termination, both parties will work together to mitigate any effects of such termination upon currently enrolled students.

Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio.

This Agreement shall constitute the entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the matters set forth herein. This Agreement shall not be amended, modified, or changed unless agreed such amendment is (i) in writing; (ii) refers to this Agreement; and (iii) executed by an authorized representative of each party.

SECTION XXI: APPROVALS

IHE (Kent State University):

[Redacted Signature]

Provost

11 December 2024

Date

[Redacted Signature]

12/11/2024

Senior Vice President for Finance and Administration

Date

LEA The Wadsworth City School District Board of Education

(Partnering Secondary School Name)

Superintendent/Headmaster/Chief School Administrator

Date

Treasurer

Date

APPENDIX A

Listing of Authorized College Credit Plus Courses 15/30 Credit Hour Pathway

This appendix shall contain the courses included in Kent State University's 15/30 credit hour pathway. The courses listed on the following page are representative of the suggested Kent State University CORE classes. Students participating in the CCP program are not required to take these specific courses, rather they are provided as a demonstration of the typical courses into which a new college freshman might enroll.

Participating students meet with an IHE academic advisor to plan courses to be taken through CCP that will apply toward a specific certificate, associate degree or baccalaureate degree program and meet the parameters defined by ORC 3365.06 (C) (effective 9/29/2017) and OAC 3333-1-65.12 (effective 2/15/2018) and any other laws or regulations that may come into effect beginning with the summer term of the 2019-2020 academic year. CCP courses may be taken as high school electives or as high school core course credits. The applicability of the course(s) selected by the student to their high school program of study must be confirmed with their school counselor.

Course Enrollment Restrictions:

Students must complete 15 credit hours of courses designated as Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at colleges or universities participating in CCP. Students must complete 15 credit hours in Level I before progressing to Level II. The 15 credit hours may consist of credits earned through AP, IB, or college courses taken at other colleges or universities participating in CCP. Level I courses include:

- 1) Transferable courses: Part of CTAG, OTM, or TAG (i.e., CTAG: Career-Technical Assurance Guides, OTM: Ohio Transfer Module, TAG: Transfer Assurance Guides)
- 2) Courses in computer science, information technology, anatomy, physiology, or foreign language, including American Sign Language
- 3) Technical certificate courses
- 4) 15-credit hour or 30-credit hour model pathway courses
- 5) Study skills, academic or career success skills courses
- 6) Internship courses
- 7) Another course that may be approved by the Chancellor on an annual basis

Upon completion of 15 credit hours in Level I, students may select Level II courses which include any other college courses that is not a Level I course.



College Credit Plus Pathways

Students participating in College Credit Plus select course(s) to be taken after consultation with both their high school counselor and their Kent State University academic advisor. Course enrollment may be determined by placement recommendations, course prerequisites, academic goals, high school graduation requirements, intended college major, and course availability.

The 15 and 30 credit hour Pathways below represent a sample of courses that may be taken by a typical full-time, first year college student. Additional specific Pathways can be created between the LEA and IHE to address student needs. CCP students may select from courses that are not part of the 15 and 30 credit hour Pathways and are not required to attend Kent State University full time. They are limited to no more than 18 credit hours per semester and no more than 30 credit hours total per academic year. Students should refer to the Kent State University Roadmaps available online at: catalog.kent.edu as a guide to the Kent CORE and additional required courses for a specific major or degree program of interest to them.

15 Credit Hour Pathway

Kent State University Course Name & Number	Course Prerequisite	College Credits
ENG 11011 - College Writing	Placement	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
	Total Credits:	15

30 Credit Hour Pathway (includes 15 Credit Hour Pathway above)

Kent State University Course Name & Number	Course Prerequisite	College Credits
Kent CORE English course	See Catalog	3
Kent CORE Mathematics or Critical Reasoning Course	See Catalog	3-5
Kent CORE Humanities or Fine Arts Course		3
Kent CORE Social Science Course		3
Kent CORE Basic Science Course	See Catalog	3-5
	Total Credits:	15

APPENDIX B

Kent State University Campus Contacts

Kent State University
650 Hilltop Drive
Kent, OH 44242
330-672-1980

Dana Lawless-Andric, Ph.D.
Senior Associate Vice President
University Outreach & Engagement
Kent State University
www.kent.edu/uoe
dlawless@kent.edu
OR
CCP@kent.edu

Donald Bean
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Kristin Bechter
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OR
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APPENDIX C

College Readiness Indicators for CCP Students

	ACT	SAT ¹	Accuplacer ²	
			Classic	Next Gen
English Sub Score	18	Evidence Based Reading & Writing 480	Sentence Skills 88 OR on 5 on Writeplacer	NextGen Writing 263 or above OR 5 on Writeplacer
Reading Sub Score	22		80	NextGen Reading 250
Mathematics Sub Score	22	530	55 CLM	QAS – 263+
				AAF – 263+

Adapted from "Uniform Statewide Standards for Remediation-Free Status," dated April 2019

¹ Scores reflected on this table apply to the current version of the SAT; scores obtained on exams prior to 2017 will need to be cross walked to these thresholds.

² Accuplacer Classic was warehoused in January 2019. The Classic "cut scores" will remain on the chart for students who were assessed prior to 2019.

Water Bottle Filling Station Acquisition Agreement
For Entities Arranging for Installation on Their Own

The Medina County Combined General Health District (MCHD) has obtained water bottle filling station (Units) through a grant. The named agency, organization or entity would like a Unit or Units for use at its agency, organization or entity.

Name of agency, organization, or entity (Entity): Wadsworth City Schools

The MCHD and Entity agree to the following as consideration for the placement of a Unit or Units at Wadsworth City Schools owned by Entity:

A. Installation: Entity agrees to the following installation requirements:

- a. Units will be installed at Entity's own expense.
- b. Units will be installed indoors at the designated location Entity communicates to MCHD.
- c. Installation will follow the manufacturer's instructions.
- d. Units will not be exposed to freezing temperatures.
- e. Units will be connected to an approved drinking water source.
- f. Units will be maintained in a clean and hygienic manner.
- g. Units will be given ample time to reach room temperature before installation begins.
- h. Entity agrees MCHD is not responsible for any damage entity may suffer in relation to the unit including, but not limited to, damages due to manufacturer defects or damages suffered during or as a result of the installation.
- i. Complete Appendix A and return to MCHD with the signed Agreement.

B. Equipment Ownership: Since the Unit or Units were purchased utilizing grant funds, MCHD shall retain ownership of the Unit or Units and will conduct an annual inventory verification of all Units. Entity agrees to notify MCHD if any Units need to be repaired, replaced, relocated, or become unusable.

C. Warranty and Maintenance: Units are under warranty for 12 months from the date of installation. Installation must occur prior to May 31, 2025. The warranty remains with MCHD. Entity agrees to notify MCHD of repairs needed during the warranty period before contacting the unit manufacturer, Elkay. The Entity agrees that it shall be responsible for all expenses for maintenance, repair, replacement, and eventual removal of any Unit. MCHD shall not be responsible for any damages Entity may suffer in relation to the Unit including, but not limited to, damaged due to manufacturer defects or damages suffered during or as a result of installation.

D. Upkeep: Entity agrees to:

- a. Replace the water filter of the unit as recommended by the manufacturer.
- b. Prior to installation, inform MCHD of the approved drinking water source the unit will be connected.
- c. Assist with the annual inventory verification by providing a name and email for a contract person for this purpose.

IN WITNESS WHEREOF, with due authorization by their respective Boards, the parties to this Agreement the Wadsworth City Schools through its Board, and the Medina County Combined General Health District through the Board of Health execute this agreement through their duly authorized representatives, as of the date first written above.

By: 
Krista R. Wasowski, MSW, MPH
Medina County Health Commissioner

12-19-24
Date

By: _____
Andrew Hill
Superintendent, Wadsworth City Schools

Date

APPROVED AS TO FORM
S. Forrest Thompson, Medina County Prosecutor


Brian M. Richter,
Assistant Prosecuting Attorney

12/19/24

Appendix A
Water Bottle Station Information Sheet
TO BE COMPLETED BY WADSWORTH CITY SCHOOLS WITH CONTRACT

Unit 1: Address where the unit will be installed: Franklin Elementary School; 200 RL Havens Crescent; Wadsworth, OH 44281

Source of drinking water to be connected to the unit: City of Wadsworth Water Dept.

Location Contact (Name & Email Address): Ms. Sunaina Kelly, Principal (skelly@wadsworthschools.org)

Unit 2: Address where the unit will be installed: Isham Elementary School; 325 Sunset Blvd.; Wadsworth, OH 44281

Source of drinking water to be connected to the unit: City of Wadsworth Water Dept.

Location Contact (Name & Email Address): Mr. Joseph Shalala, Principal (jshalala@wadsworthschools.org)

Unit 3: Address where the unit will be installed: Lincoln Elementary School; 280 N. Lyman Street; Wadsworth, OH 44281

Source of drinking water to be connected to the unit: City of Wadsworth Water Dept.

Location Contact (Name & Email Address): Ms. Laura Maslyk, Principal (lmaslyk@wadsworthschools.org)

Unit 4: Address where the unit will be installed: Overlook Elementary School; 650 Broad Street; Wadsworth, OH 44281

Source of drinking water to be connected to the unit: City of Wadsworth Water Dept.

Location Contact (Name & Email Address): Mr. Dave Ryder, Principal (dryder@wadsworthschools.org)

Unit 5: Address where the unit will be installed: Valley View Elementary School; 625 Orchard Street; Wadsworth, OH 44281

Source of drinking water to be connected to the unit: City of Wadsworth Water Dept.

Location Contact (Name & Email Address): Ms. Keri Hamsher, Principal (khamsher@wadsworthschools.org)

Unit 6: Address where the unit will be installed: Grizzly Academy; 524 Broad Street; Wadsworth, OH 44281

Source of drinking water to be connected to the unit: City of Wadsworth Water Dept.

Location Contact (Name & Email Address): Ms. Erin Simpson, Principal (esimpson@wadsworthschools.org)

Unit 7: Address where the unit will be installed: Central Intermediate School; 151 Main Street; Wadsworth, OH 44281

Source of drinking water to be connected to the unit: City of Wadsworth Water Dept.

Location Contact (Name & Email Address): Mr. Brandon Cobb, Principal (bcobb@wadsworthschools.org)

Unit 8: Address where the unit will be installed: Wadsworth Middle School; 150 Silvercreek Road; Wadsworth, OH 44281

Source of drinking water to be connected to the unit: City of Wadsworth Water Dept.

Location Contact (Name & Email Address): Mr. Chris Roberts, Principal (croberts@wadsworthschools.org)

Unit 9: Address where the unit will be installed: Wadsworth High School; 625 Broad Street; Wadsworth, OH 44281

Source of drinking water to be connected to the unit: City of Wadsworth Water Dept.

Location Contact (Name & Email Address): Dr. Vincent Suber, Principal (vsuber@wadsworthschools.org)