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**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, MAY 12, 2025

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

AGENDA ADDENDUM

VIII. Administrative Items

A. Personnel Consent Items

1. Employments

f) Supplemental Contracts

(83) Allyson Wines, Director, Wadsworth Youth Volleyball Camp

(84) Joe Snyder, Asst. Coach, Wadsworth Youth Volleyball Camp

(85) Bethany Marcum, Asst. Coach, Wadsworth Youth Volleyball Camp

(86) Stephanie Colecchi, Fall Freshman Cheerleading Advisor

(87) Steve Ferris, Varsity Boys' and Girls' Golf Coach

(88) Owen Ferris, Boys' Asst. Golf Coach

(89) Morgan Zuk, Girls' Asst. Golf Coach

h) Certified Employees

(1) MacKenzie Monroe

(2) Brenna Walker

B. Action Consent Items

16. Recommendation to approve the Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education

17. Recommendation to approve the Cengage Sales Agreement, Terms and Conditions, and Technology Agreement

18. Recommendation to accept a donation of baseball uniforms valued at \$1,324.47 from the Hit Warehouse

**WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION
Regular Meeting
May 12, 2025**

Agenda Addendum Detail Sheet

VIII. Administrative Items

A. Personnel Consent Items

1. Employments

h) Certified Employees

(1) MacKenzie Monroe: Ms. Monroe is being recommended to fill the open elementary teacher position at Grizzly Academy. The position is needed for expansion of the Grizzly Academy and is accounted for in the current five (5)-year financial forecast.

(2) Brenna Walker: Ms. Walker is being recommended to fill one (1) of the new intervention specialist positions at the Grizzly Academy. The position is needed for expansion of the Grizzly Academy and is accounted for in the current five (5)-year financial forecast.

B. Action Consent Items

16. Wadsworth Education Association Memorandum of Understanding: The Memorandum of Understanding between the Wadsworth Education Association and the Wadsworth City School District Board of Education being recommended for approval details the payment structure for the high school boys' and girls' golf coaches for the 2025-2026 school year.

17. Cengage: The Cengage Sales Agreement, Terms and Conditions, and Technology Agreement being recommended for approval are the final step required in allowing implementation of the use of Cengage social studies textbooks in grades 7-9, per the resolution to adopt the said textbooks that the Board of Education approved at their April 14, 2025 meeting (action consent item #26).

MacKenzie Monroe

Education

University of Akron

Akron, OH

December 2023

Bachelor of Science in Primary Education (Pre K-Grade 5)

- Certified to teach General Education Pre K- Grade 5
- Certified to teach Kindergarten - 12th Grade Special Education
 - Students with Mild to Moderate and Moderate to Intensive Educational needs

Teaching Experience

Central Intermediate School

Wadsworth, Ohio

Substitute 5th Grade Intervention Specialist

January 2025 - Present

Substitute 6th Grade Intervention Specialist

August 2024 - November 2024

- Developed and implemented individualized education plans (IEPs) for students with diverse learning needs, ensuring compliance with state and federal regulations.
- Conducted assessments to identify learning challenges and monitored student progress, adjusting interventions as necessary.
- Facilitated small group instruction, targeting specific skills in reading, writing, mathematics, and comprehension for struggling learners.
- Collaborated with classroom teachers to integrate interventions into the general education curriculum, promoting a supportive learning environment.

Wadsworth Elementary Schools

Wadsworth, Ohio

Substitute Gifted Intervention Specialist

January 2024 - May 2024

- Traveled to all 5 Wadsworth Elementary Schools to service Gifted Students grades 2-4
 - Franklin, Isham, Lincoln, Overlook, and Valley View Elementary School students
- Designed Project Based Learning opportunities to enrich students' school experience
- Differentiated lessons and projects to meet the needs of gifted and talented students
- Collaborated with classroom teachers to achieve maximum learning for students

Franklin Elementary School

Wadsworth, Ohio

Student Teacher (Kindergarten)

August 2023 - December 2023

- Worked in an inclusive Kindergarten Classroom for students with and without disabilities
- Implemented dynamic lesson plans to accommodate all learning styles aligned with curriculum and standards
- Utilized technology to enhance instruction and create interactive learning experiences
- Assisted in implementing the Co-Teach Model in the classroom with mentor teacher

Akron Public Schools

Akron, Ohio

Substitute Paraprofessional in Preschool

January 2022 - May 2023

- Provided support in the educational setting
- Assisted in the servicing of students' Individualized Education Plan
- Assisted in toileting, diapering, changing clothing, changing pull ups and student personal hygiene as needed
- Maintained daily schedule for students with and without disabilities

Brenna Walker

Skilled in fostering a collaborative classroom environment where students work together to achieve academic and social-emotional growth. Known for creative lesson planning and the ability to develop engaging, hands-on activities that accommodate a variety of learning styles. Highly organized and able to manage multiple tasks while maintaining a structured and supportive learning environment. Experienced leader who collaborates with colleagues, parents and specialists to implement effective strategies, advocate for students, and create a positive, inclusive school culture.

Skills

- Data Collection
- Organizational Skills
- Strong Communication Skills
- Student Advocacy
- Collaboration
- Leadership in and out of the classroom
- Multi-Sensory Instruction
- Coaching

Work History

January 2025 -
Current

Long-term Substitute Teacher - Middle School *Wadsworth City Schools, Wadsworth, OH*

- Maintain an IEP caseload of 7 students with behavior challenges, as well as support 12 students struggling with behavior who are receiving RTI.
- Develop interventions for all students on my workload and gather data accordingly.
- Wrote 1 IEP and amended 1 IEP based on a change of placement.
- Attend RTI meetings with staff and parents on a regular basis.
- Collaborate with building leadership, teachers, BCBA and counselors in support of student learning and good decision making.

November 2024 -
March 2025

JV Head Basketball Coach *Barberton High School, Barberton, OH*

- Increased player strength, agility, and game skills through successful practices.
- Upheld safety standards at practices, games, and events.
- Promoted lifelong skills such as discipline and good sportsmanship.

August 2024 -
December 2024

Student Teaching - CARES *Mentor City Schools, Mentor, OH*

- Worked in an Autism unit with a caseload of 6 students.
- Developed interventions, led classroom daily routines and supported adaptive skills and behavior development for all students in the resource classroom.
- Gathered and reported data on all interventions and developed 2 IEP, which were co-run with supervising teacher.

- Per school request and policy, filled the role of classroom teacher when supervising teacher was absent.

June 2024 - August 2024

Extended School Year Tutoring

Extended School Year Program, Wadsworth, OH

- Provided small 1:1 interventions to students who qualified for ESY services in Math, ELA, and Adaptive Skills.
- Provided students opportunities for social interactions and practice social skills in a structured setting.

April 2024 - June 2024

Long Term Substitute Teacher - Isham Elementary

Wadsworth City Schools, Wadsworth, OH

- Maintained a caseload of 12 students providing specially designed instruction in the areas of Math, Reading and Executive Functioning.
- Followed a class schedule and developed lesson plans for each day of the week, ensuring proper minutes were met with each student per IEP.
- Collected and reported all data on goals and objectives for the end of the year progress reports.
- Co-wrote two IEPs and presented those IEPs at team meetings.

May 2023 - July 2023

Care Giver, Special Needs

lamboundless, Wadsworth, OH

- Assisted my client with daily living needs to maintain self-esteem and general wellness.
- Assisted my client accessing the community to continue to encourage the development of adaptive and social skills.
- Provided family care for an individual with multiple medical needs that required extensive support.
- Recorded services to track interventions and support provided throughout the summer.
- Services provided 5 days/week, 8 hours/day.

April 2023 - June 2023

Long Term Aide Substitute - Overlook Elementary

Wadsworth City Schools, Wadsworth, OH

- Kept students on-task with proactive behavior modification and positive reinforcement strategies.
- Maintained day-to-day classroom management and discipline to promote learning initiatives.
- Upheld classroom routines to support student environments and maintain consistent schedules.
- Developed and implemented behavior management plans for students with challenging behavior.
- Recorded classroom data for the intervention specialist I was teamed with.

May 2021 - July 2021

Extended School Year Teacher

Stars and Stripes, Barberton, OH

- Provided small group and 1:1 interventions to students who qualified for ESY services based on their Math, ELA, and Adaptive Skills.
- Provided students opportunities for social interactions as they social skills in a structured setting.

- Interventions focused on work with nonverbal students, as well as students with significant behaviors.

Education

December 2024

Bachelor of Arts in Special Education

Lake Erie College at Painesville, OH

References

Steve Brady - Principal
Wadsworth City Schools

Brittany Travarca - Psy.M, BCBA, COBA
Cardinal Autism Resource Educational School

MEMORANDUM OF UNDERSTANDING
Between the Wadsworth Board of Education and the
Wadsworth Education Association

This Memorandum of Understanding is entered into this 9th day of May 2025, pursuant to the *Negotiated Agreement* (hereinafter referred to as "the Agreement"), between the Wadsworth City School District Board of Education (hereinafter referred to as "the Board"), and the Wadsworth Education Association (hereinafter referred to as "the Association").

WHEREAS, the Board and the Association are parties to the Agreement that governs the wages, hours, and other terms and conditions of employment of teachers employed in the Wadsworth City School District (hereinafter referred to as "the District"); and

WHEREAS, Appendix D of the Agreement details the Supplemental Salary Schedule.

NOW, THEREFORE, the Board and the Association agree as follows:

1. For the 2025-2026 season, Mr. Steven Ferris will serve as the head golf coach for both the boys' and girls' teams.
2. Because the practices and meets will be combined at the same time, when possible, Mr. Ferris will receive compensation equal to one and a half (1.5) supplemental contracts.
3. The remaining half (0.5) supplemental contract will be split equally between both the boys' and girls' assistant coaches. This payment will be in addition to the assistant coach supplemental contract.
4. This Memorandum of Understanding shall not be utilized in any manner to establish a precedent or practice in any future school year.
5. Except as modified by this Memorandum of Understanding, all other terms and conditions of the Agreement shall remain in full force and effect. This Memorandum of Understanding represents the entire agreement of the parties with respect to its subject matter and shall only be amended by a signed writing.

IN WITNESS WHEREOF, the parties have entered into this Memorandum of Understanding at Wadsworth, Ohio, on the date first set forth above.

For the Wadsworth Education Association

**For the Wadsworth City School District Board
of Education**

Rob Earle, WEA Co-President

Andrew J. Hill, Ed.D., Superintendent

Resolution Number: _____

Patti Back, WEA Co-President

TECHNOLOGY AGREEMENT

This technology agreement is entered into by and between the Wadsworth City School District Board of Education (“Board”) and **Cengage Learning, Inc.** (“Technology Provider”), which is a technology provider as defined by R.C. 3319.325(F) and applicable laws. The Parties hereby agree with the following:

1. TECHNOLOGY SERVICES

- 1.1. The Technology Provider shall provide and the Board shall pay for physical materials, digital services, and access to the same pursuant to the Cengage Sales Agreement, a copy of which is attached hereto and incorporated herein as **Exhibit 1**.
- 1.2. The Parties agree that the terms and conditions set forth at cengagegroup.com as may be amended from time to time **shall not** apply to this agreement.

2. STUDENT DATA AND TECHNOLOGY PROVISIONS

- 2.1. The Parties shall fully comply with R.C. 3319.325 to R.C. 3319.327 and applicable laws.
- 2.2. “Education records” shall have the same meaning as in the “Family Educational Rights and Privacy Act of 1974,” 20 U.S.C. 1232g, and does not include any of the following:
 - 2.24.a. 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 (R.C. 3319.325(A)(1)).
 - 2.24.b. 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 (R.C. 3319.325(A)(2)).
 - 2.24.c. 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 (R.C. 3319.325(A)(3)).

- 2.3. “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 (R.C. 3319.325(B)).
- 2.4. “Information technology center” means an information technology center established under R.C. 3301.075 (R.C. 3319.325(C)).
- 2.5. “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 dedicated student use (R.C. 3319.325(D)).
- 2.6. “Student” means an individual currently enrolled in a school district in any of grades kindergarten through twelve (R.C. 3319.325(E)).
- 2.7. “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 education records pursuant or incidental to its contract with the district (R.C. 3319.325(F)).
- 2.8. The Technology Provider shall comply with R.C. Chapter 1347 with regard to the collection, use, and protection of data as if it were a school district (R.C. 3319.326).
- 2.9. Education records created, received, maintained, or disseminated by the Technology Provider pursuant or incidental to a contract with a school district are solely the property of the school district (R.C. 3319.326(A)).
- 2.10. If education records maintained by the Technology Provider are subject to a breach of the security of the data, as described in R.C. 1347.12, the technology provider shall, following discovery of the breach, disclose to the school district all information necessary to fulfill the requirements of that section (R.C. 3319.326(B)).
- 2.11. Unless renewal of this agreement is reasonably anticipated, within ninety days of the expiration of this agreement, the Technology provider shall destroy or return to the appropriate school district all education records created, received, or maintained pursuant or incidental to the contract (R.C. 3319.326(C)).
- 2.12. The Technology Provider shall not sell, share, or disseminate education records, except as provided by R.C. 3319.326 or as part of a valid delegation or assignment of this agreement (R.C. 3319.326(D)).
- 2.13. The Technology Provider shall not use education records for any commercial purpose, including, but not limited to, marketing or advertising to a student or parent (R.C. 3319.326(E)). A commercial purpose does not include providing the

specific services contracted for by the Board (R.C. 3319.326(E)). Nothing in this provision 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 (R.C. 3319.326(E)).

- 2.14. This agreement ensures appropriate security safeguards for education records and specifically prohibits all unauthorized access by the Technology Provider's employees or contractors (R.C. 3319.326(F)(1)).
- 2.15. This agreement ensures appropriate security safeguards for education records and specifically mandates that the Technology Provider's employees or contractors may be authorized to access education records only as necessary to fulfill the official duties of the employee or contractor (R.C. 3319.326(F)(2)).
- 2.16. Not later than the first day of August of each school year, the Board shall provide parents and students direct and timely notice, by mail, electronic mail, or other direct form of communication of this agreement (R.C. 3319.326(G)). This notice shall do all of the following:
 - 2.16.a. Identify the Technology Provider (R.C. 3319.326(G)(1)).
 - 2.16.b. Identify the education records affected this agreement (R.C. 3319.326(G)(2)).
 - 2.16.c. Include information about the contract inspection and provide contact information for the school department to which a parent or student may direct questions or concerns regarding any program or activity that allows the Technology Provider access to a student's education records (R.C. 3319.326(G)(3)).
- 2.17. The Board shall provide parents and students an opportunity to inspect a complete copy of this agreement (R.C. 3319.326(G)).
- 2.18. Except as described in this agreement, the Parties shall not electronically access or monitor any of the following:
 - 2.18.a. Location-tracking features of a school-issued device (R.C. 3319.327(A)(1)).
 - 2.18.b. Audio or visual receiving, transmitting, or recording feature of a school-issued device (R.C. 3319.327(A)(2)).
 - 2.18.c. Student interactions with a school-issued device, including, but not limited to, keystrokes and web-browsing activity (R.C. 3319.327(A)(3)).

- 2.19. Paragraph 2.18 of this agreement does not apply in the following circumstances:
- 2.19.a. The activity is limited to a noncommercial educational purpose for instruction, technical support, or exam-proctoring by school district employees, student teachers, staff contracted by a district, a vendor, or the department of education and workforce (R.C. 3319.327(B)(1)).
 - 2.19.b. The activity is permitted under a judicial warrant or subpoena unless otherwise prohibited by state or federal law (R.C. 3319.327(B)(2)).
 - 2.19.c. Either party is notified or becomes aware that the device is missing or stolen (R.C. 3319.327(B)(3)).
 - 2.19.d. The activity is necessary to prevent or respond to a threat to life or safety, and the access is limited to that purpose (R.C. 3319.327(B)(4)).
 - 2.19.e. The activity is necessary to comply with federal or state law (R.C. 3319.327(B)(5)).
 - 2.19.f. The activity is necessary to participate in federal or state funding programs (R.C. 3319.327(B)(6)).
- 2.20. In any year that either party elects to generally monitor a school-issued device for any of the circumstances described in Paragraph 2.19 of this agreement, the Board shall provide written notice of that monitoring to the parents of its enrolled students (R.C. 3319.327(C)(1)). The Technology Provider shall reasonably assist the Board in providing this notice.
- 2.21. In the event that one of the circumstances described in Paragraphs 2.19.a or 2.19.b of this agreement is triggered and the Board initiates responsive action, the Board shall, within seventy-two hours of the access, notify the student's parent and provide a written description of the triggering circumstance, including which features of the device were accessed and a description of the threat, if any (R.C. 3319.327(C)(2)). This notice is not required at any time when the notice itself would pose a threat to life or safety (R.C. 3319.327(C)(2)). The Technology Provider shall reasonably assist the Board in providing this notice.
- 2.22. In the event that one of the circumstances described in Paragraph 2.19.d of this agreement is triggered and the Board initiates action in response Paragraph 2.19.d of this agreement or pursuant to R.C. 2151.421, R.C. 3313.66, R.C. 3313.666, or R.C. 3313.669, the Board shall, within seventy-two hours of the access, notify the student's parent and provide a written description of the triggering circumstance, including which features of the device were accessed and a description of the threat, if any. (R.C. 3319.327(C)(3)). This notice is not required at any time when the notice itself would pose a threat to life or safety (R.C. 3319.327(C)(3)). The Technology Provider shall reasonably assist the Board in

providing this notice.

- 2.23. Unless otherwise provided by law, no person shall release, or permit access to, educational support services data concerning any student attending a public school for any purpose (R.C. 3319.327(C)).

3. GENERAL PROVISIONS

- 3.1. Other than the specific promises described throughout the entirety of this agreement, no other promises and/or agreements of any kind – verbal, written, and/or otherwise – have been made to cause either party to execute this agreement.
- 3.2. Each party fully understands the terms of this agreement including, but not limited to its meaning, intent, and final and binding effect.
- 3.3. Each party executed this agreement freely and voluntarily, after the opportunity for explanation, review, and approval by legal counsel.
- 3.4. The terms of this agreement shall only be modified in writing with the mutual written agreement of the Parties.
- 3.5. This agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute but one and the same instrument.
- 3.6. Delivery of an executed counterpart of a signature page of this agreement by electronic means shall be effective the same as the delivery of a manually executed counterpart.
- 3.7. Any person signing this agreement for any party represents and warrants that such person has the express authority to sign this agreement for that party and to bind that party to this agreement.
- 3.8. The specific promises described and written in and throughout the entirety of this agreement are the sole consideration of this agreement.

[Signature Page to Follow]

FOR CENGAGE LEARNING, INC.:

Signature

Date

Print Full Name

Print Position

FOR THE WADSWORTH CITY SCHOOL DISTRICT BOARD OF EDUCATION:

Board President*
(In Official Capacity Only)

Superintendent*
(In Official Capacity Only)

Treasurer*
(In Official Capacity Only)

Authorized Pursuant to Board Resolution No. _____ (May 12, 2025)

*This agreement has no legal effect absent Board approval.

[Treasurer Certification to Follow]

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

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

Board President
(In Official Capacity Only)

Superintendent
(In Official Capacity Only)

Treasurer
(In Official Capacity Only)

[End of Technology Agreement]

If no customizations have been requested nor needed, this provision will not apply.

4. Intellectual Property. Except any potentially incorporated Customer Materials, Cengage has the proprietary rights in and to the Offerings and Cengage owns all, right, title, and interest thereto, including all intellectual property rights associated therewith, throughout the world. Customer shall not, by virtue of this Sales Agreement or by virtue of its access to the Offerings obtain any proprietary rights in or to the Offerings.

5. Warranties. Customer represents and warrants that: (a) Customer has full power and authority to enter into this Sales Agreement and to grant the rights granted hereunder; (b) Customer shall not use the Products or Offerings in any manner except as expressly authorized in this Sales Agreement; (c) Customer will not, nor will it permit any Authorized User to, use any content, data, or text in any form in the Products or Offerings to text or data mine, or to develop or train any application, software, code, or data models, such as ChatGPT or other similar terms; and (d) the Customer Materials, if any, do not infringe any right including without limitation any intellectual property right, or violate any proprietary, privacy, publicity or moral right, or contain any libelous, or unlawful matter. Cengage represents and warrants that the Offerings will operate during the Subscription Term substantially as described in the Documentation. "Documentation" means any manuals, guides or other resources regarding an Offering's technical specifications and requirements which Cengage makes generally available to its customers.

6. No Indemnification. The parties agree that nothing contained in this Sales Agreement shall be construed as (i) an indemnification of Cengage by Customer or its Authorized Users; or (b) a waiver of sovereign immunity by Customer as may be provided under applicable law.

7. Term and Termination. This Sales Agreement and its obligations shall commence upon Customer's submission of a purchase order and shall continue in full force and effect for the duration of the Subscription Term(s). For the avoidance of doubt, a Subscription Term applies to the purchase of Offerings and will commence as of the date Customer submitted their purchase order to Cengage and will remain for the duration of Customer's access period.

8. Payments and Fees. In consideration of the Products and Offerings provided by Cengage to Customer, Customer agrees to pay the fee(s) provided on their Purchase Order, plus any applicable shipping and handling fees, service fees, and applicable taxes. Unless otherwise agreed upon in writing, Customer shall remit payment within thirty (30) days of receipt of an invoice. If Customer fails to make payment, Cengage may, without prejudice to its other rights and remedies suspend or terminate Customer's (and Customer's Authorized Users') use and/or access to the Offerings. Cengage may charge a fee for reinstatement of suspended or terminated service of the Offering(s).

9. Limited Liability. Neither Cengage nor its suppliers, nor their respective directors, employees, officers, or representatives will be liable for any damages of any kind arising from the use of or inability to use the Products or Offerings, including but not limited to, any direct, indirect, incidental, special, consequential, exemplary, or punitive damages, or any lost profits, lost data, or loss of revenue. Without limiting the foregoing, Cengage's total liability will at all times be limited to the fees paid by Customer for use of the Products and Offerings at issue during the immediately preceding twelve (12) month period.

10. Subcontracting, Assignment. Cengage may use third party subcontractors to deliver the Offerings to Customer hereunder. Use of any such subcontractor shall not relieve Cengage of its obligations under this Sales Agreement, and Cengage shall be responsible for the acts and omissions of each such subcontractor. This Sales Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, and legal representatives and permitted successors and assigns, provided that the Customer may not assign this Sales Agreement.

11. Confidentiality. Either party may disclose Confidential Information to the other party during the Term. "Confidential Information" means all information

disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") which is in tangible form and labeled "confidential" or the like, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure. Confidential Information will not include information that as shown by the Receiving Party's records was (a) already known to Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party will use no less than a reasonable standard of care to safeguard the Confidential Information received from the Disclosing Party. The Receiving Party will only use the Confidential Information of the Disclosing Party to exercise its rights and perform its obligations under this Agreement, or as otherwise required by law, including any Freedom of Information Act or Public Records Act request. Neither party will disclose Confidential Information in violation of the terms and conditions of this Agreement to any third party without the prior written consent of the other party. Notwithstanding the foregoing, each party may disclose Confidential Information without the prior written consent of the other party: (w) to its regulators, auditors, accreditors, and consultants; (x) as compelled by law provided that, to the extent legally permissible, the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party seeks to contest such disclosure; (y) in confidence to its legal counsel; (z) in connection with the enforcement of rights or performance of obligations under this Sales Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information expressly excluding Customer materials in confidence to its accountants, banks and financing sources, partners, providers and their advisors; and in confidence, in connection with an actual or proposed merger, acquisition, or similar transaction. This Section 11 shall survive the termination or expiration of this Sales Agreement.

12. Privacy. Customer shall provide student data to Cengage for the purposes of obtaining the Offerings in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. To the extent the Offerings involve the collection by Cengage of personal information from children under the age of thirteen (13), Customer consents on behalf of parents to the collection of personal information for education purposes that benefit Customer and not for other commercial purposes. The individual agreeing to the terms of this Sales Agreement on behalf of Customer has the authority to authorize the collection of personal information on behalf of Customer. Cengage's privacy notices are available at <https://www.cengagegroup.com/privacy/>.

13. Force Majeure. Except for Customer's payment obligations, neither party shall be responsible for delays or failure of performance resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, acts of terrorism, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters.

14. Miscellaneous. This Sales Agreement constitutes the entire agreement between the parties relating to the subject matter of this Sales Agreement, and supersedes all other oral or written proposals, negotiations and other communications relating thereto. No waiver of satisfaction of a condition or noncompliance with an obligation under this Sales Agreement will be effective unless it is in writing and signed by the party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or noncompliance with any other obligation. Any terms of this Sales Agreement that contemplate compliance or otherwise by their nature should extend after the termination of this Sales Agreement will remain in effect until fulfilled.

**APPENDIX A
QUOTE/ ORDER DETAILS**

[ORDER DETAILS ON NEXT PAGE]

Created Date 3/3/2025
 Expiration Date 8/30/2025

Quote Number [REDACTED]

Prepared By:
 Tim Wennerstrom
 tim.wennerstrom@cengage.com

Presented To:
 Eric *Jackson
ejackson@wadsworthschools.org

Bill To:
 WADSWORTH CITY SCHOOL DISTRICT

Ship To:
 WADSWORTH CITY SCHOOL DISTRICT
 524 BROAD ST
 WADSWORTH, Ohio 44281
 United States

Product	ISBN	Quantity	Sales Price	Total Price
U.S. History America Through the Lens 1877 to the Present, Updated K12 MindTap V2 (7-year access)	9798214082493	120.00	USD 135.00	USD 16,200.00
K12 Print + Digital Bundle: U.S. History America Through the Lens 1877 to the Present, Updated Student Edition + MindTap V2 7-year access	9798214087580	140.00	USD 154.00	USD 21,560.00
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K12 Print + Digital Bundle: U.S. History American Stories Beginnings to 1877, Updated Student Edition + MindTap 7-year access	9798214088617	110.00	USD 154.00	USD 16,940.00
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U.S. History American Stories Beginnings to 1877, Updated Teacher's Edition	9798214078977	5.00	USD 230.00	USD 1,150.00
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Additional Information

Sales Rep's Comment

**APPENDIX B
CENGAGE TERMS OF USE FOR K-12 PRODUCTS**

[TERMS OF USE FOR K-12 PRODUCTS ON NEXT PAGE]

Cengage Terms of Use for School Products

Last Updated: October 2024

Introduction

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The School Products may include comment areas, message forums, chat areas and other collaboration tools ("Collaboration Tools"). You agree to use all Collaboration Tools in good faith and not in support of any business venture or entity. Cengage disclaims all responsibility and endorsement and makes no representation as to the validity of any opinion, advice, information or statement made or displayed in any Collaboration Tools. Cengage is not responsible for any errors or omissions in Content provided through Collaboration Tools, including any hyperlinks embedded in any such Content. Under no circumstances will Cengage, or its affiliates, suppliers or agents be liable for any loss or damage caused by the Collaboration Tools, including your reliance on information obtained through the Collaboration Tools. The opinions expressed in or through any Collaboration Tools are solely the opinions of the participants, and do not reflect the opinions of Cengage.

Internet Links

Some links within the School Products may lead to websites controlled by third parties. Because Cengage has no control over these websites, Cengage is not responsible for such websites' content or accessibility via the internet and does not endorse products, School Products, or information provided by such websites. Cengage shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with, use or reliance on any Content, goods, or School Products available on or through any other website. Further, the inclusion of these links does not imply that there is any relationship between Cengage and the linked websites. Reference to other companies does not imply any partnership, joint venture, or other legal connection where Cengage would be responsible for the actions of their respective owners.

Privacy and Your Information

Cengage processes personal information as defined by the applicable law where you live ("PI") in our School Products for several reasons, and only when Cengage has a legal basis for doing so, such as fulfillment of a contractual obligation or with consent.

Cengage may process PI under legitimate interest as long as such legitimate interest does not outweigh or infringe on the rights and freedoms of its customers.

Cengage may use profiling or analytics in the School Products for use such as assessments and engagement; please note that human intervention is always possible to override any automated decision making.

Cengage may also use customer activity reports, analytics data, usage logs, and other similar information to determine how customers interact with Cengage's School Products and make improvements to the School Products.

Cengage respects the rights of European Economic Area (EEA) residents to access, correct and request erasure or restriction of their personal information as required by law. If you are a resident of the EEA, you generally have a right to know whether or not Cengage maintains your PI. If your information is incorrect or incomplete, you have the right to ask Cengage to update it. You have the right to object to Cengage's processing of your PI. You may also ask Cengage to delete or restrict your PI.

To exercise these rights, please contact Cengage via email at privacy@cengage.com and a member of Cengage's Privacy Team will assist you. Please understand that Cengage may need to verify your identity before processing your request.

If you are an educator, parent, or student, Cengage is a School Product provider to your school or organization; please reach out to the appropriate contact at your school or organization with questions or inquiries. This notice does not cover other organizations' websites that may be accessible via links through our School Products. These websites have their own privacy policies and we encourage you to read them.

Cengage occasionally may notify users of its School Products of significant announcements regarding the operation of the School Products (whether or not they have opted out of receiving marketing communications from Cengage as further described in Cengage's [Privacy Notice](#)).

Some activities within the School Products might request you and other users to submit information that is tabulated and stored in a database and used to produce statistics that are integral to the educational value of these activities. If the requested information is personally identifiable, your specific responses remain confidential and Cengage will not associate those responses with your name, email address, or other personally identifiable information. You hereby consent to including in (and Cengage's disclosure of) any such statistical analysis the information that you submit while participating in any such activity.

For further information about Cengage's privacy and data protection practices, please read Cengage's [Privacy Notice](#). This Privacy Notice explains how Cengage treats your personal information when you use the School Products. You agree to the use of your personal data in accordance with Cengage's Privacy Notice.

To the extent that any third-party website accessible through the School Products has different privacy practices, School Terms or conditions, those practices, School Terms or conditions will be explained at that website and will apply to that website, in lieu of these School Terms and Cengage's Privacy Notice.

Accessibility

Cengage provides a variety of programs and School Products to help make its educational materials accessible to users of all abilities. For additional information regarding Cengage's

accessibility initiatives, see <https://www.cengage.com/accessibility>.

Responsible Disclosure Surrounding Security

If you are a security researcher and have discovered a vulnerability in one of our School Products, Cengage appreciates your help in reporting it to Cengage in a responsible and private manner.

Any identified vulnerability in our School Products should be reported to security@cengage.com. Reported vulnerabilities will be triaged by Cengage's Compliance and Security Team. To allow Cengage to best analyze the vulnerability, please include the following:

- URL of the vulnerable endpoint
- Type and description of vulnerability
- Steps to reproduce the vulnerability
- Your email address and any other pertinent contact information

Cengage does not want to limit the visibility we have into security risks in our School Products. However, to protect our users and systems, you are prohibited from:

- Accessing, downloading, modifying, or removing data of accounts that do not belong to you;
- Performing any penetration testing on the sites in which the School Products are provided or accessed;
- Performing any denial of service (DoS) attack, including a distributed DoS (DDoS) attack or other attack that would degrade the School Products;
- Uploading or posting malicious software;
- Engaging in social engineering of other users, Cengage employees, or Cengage partners, of any kind, including phishing;
- Sending unsolicited communications, including emails, in-application chats, and SMS;
- Testing any third-party applications, websites, or School Products that integrate or link to the School Products. and
- Physical attempts to access Cengage property or any data centers used to provide the School Products.

Cengage does not currently participate in or offer a bug bounty program. You agree that you are not entitled to any compensation in relation to vulnerability identification or disclosure.

If you identify a valid vulnerability and comply with these School Terms, Cengage will:

- Acknowledge the receipt of your vulnerability report;
- Work with you to understand and document the issue;
- Address the risk as deemed appropriate by Cengage;
- Not suspend or terminate your account; and
- Not pursue legal action against you.

Termination

You agree that Cengage may terminate, suspend, or block your use of all or part of the School Products, without liability or refund, if in Cengage's sole determination you have breached these School Terms. You agree that upon termination of your participation in the School Products for any reason, Cengage may delete all information related to you on or within the School Products and may prevent your continued access to and use of the School Products.

In order to protect the integrity of the School Products, Cengage reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the School Products.

Feedback

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information submitted to Cengage relating to modifying or improving the School Products (“Feedback”), whether solicited or unsolicited, are non-confidential. Cengage may use Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you. You grant to Cengage a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, sublicensable license to use Feedback, and in the event perpetual license School Terms are not allowed by law, the term shall be for the longest period as allowed by applicable law.

Changes to These School Terms

Cengage may change these School Terms from time to time. When these changes are made, Cengage will make a new copy of these School Terms available through the School Products. You understand and agree that your use of the School Products after the date on which these School Terms have changed constitutes acceptance of the updated School Terms.

Miscellaneous

All disputes arising out of or relating to these School Terms, including all intellectual property issues and your rights and obligations, shall be governed by the laws (without regard to any conflicts of laws rules) and shall be subject to exclusive jurisdiction as set forth in the following paragraphs, based on your country of residence. Each party waives any objection to the identified venue or jurisdiction:

If you reside in the United States of America or any other country not stated below:

- The laws of the United States of America and the State of New York shall apply, with exclusive jurisdiction in the state or federal courts of New York County, New York.

If you reside in the United Kingdom or in EMEA or India:

- The laws of England shall apply, with exclusive jurisdiction of the English courts.

If you reside in Australia or Asia (excluding India):

- The laws of Australia shall apply, with exclusive jurisdiction in Australia courts.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to these School Terms and is expressly excluded.

School Products and Content are not available in all languages or in all countries. Cengage makes no representation that the School Products, Cengage Materials, or School Products Items are appropriate or available for use in any particular location. To the extent you choose to access the School Products, you do so at your own risk and are responsible for compliance with any applicable laws, including applicable local laws.

These School Terms are personal to you and you may not assign them or your rights or obligations under them to anyone. If any provision of these School Terms is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect. Cengage may assign its rights and obligations, or these School Terms, in whole or in part.

The failure of Cengage to exercise or enforce any right or provision of these School Terms does not constitute a waiver of such right or provision. No waiver of any term of these School Terms by Cengage shall be deemed a further or continuing waiver of such term or any other term.

You and Cengage acknowledge and agree that no partnership, agency, joint venture, or employment relationship is formed between you and Cengage by your use of the School Products, and neither you nor Cengage have the power or the authority to obligate or bind the other.

Cengage shall not be liable for any failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to, war, terrorism, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor shortages, act of any government affecting the School Terms hereof, accident, fire, explosion, flood, hurricane, severe weather or other disaster.

These School Terms along with any applicable Order and Supplemental Terms constitute the entire understanding between the parties pertaining to their subject matter, and any prior or other contemporaneous written or oral agreements between the parties are expressly superseded.

Any FAQs or similar documents included in or associated with the School Products are for informational purposes only and are not deemed to be part of these School Terms.

If Cengage provides a translation of the English language version of these School Terms, the translation is provided solely for convenience, and the English version shall prevail.

When the term "including" is used in these School Terms, it shall be interpreted to mean "including, without limitation," so that the items after the term "including" are understood to be illustrative only and not a complete list.

Notice and Procedure for Making Claims of Copyright Infringement

Note: the following information is provided exclusively for notifying Cengage that your copyrighted material might have been infringed. All other inquiries, such as requests for technical assistance, will not receive a response through this process.

Pursuant to the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c), to be effective, written notification ("Notification") of claimed copyright infringement must be submitted to the following **Agent Designated to Receive Notification of Claimed Infringement**:

Cengage Learning, Inc.
Legal Department
5191 Natorp Blvd

Mason, OH 45040
Phone: (617) 289-7700
infringements@cengage.com

To be effective, the Notification must include the following:

- 1 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2 Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 3 Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- 4 Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- 5 A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6 A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Supplemental Terms for Products

MindTap

Instructor Use: If you are a teacher or instructor, you may incorporate Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) in: (1) in-class handouts (provided without charge and limited in the number of copies), (2) online classrooms or courses (provided access to the Cengage Content is limited to matriculated students enrolled in your class who are required to accept the Cengage Terms of Use including these Supplemental Terms and enter a unique passcode or other verifiable industry-standard authentication system that ensures each user is individually identified before such access), (3) in-class displays (e.g., via projector, computer monitor or television screen), (4) class outlines or lessons, and (5) non-fee based exams, in each case associated with a course of study (i.e., a class) for which the e-book included in the Service as specified in an Order ("Title") has been adopted and is concurrently being used ("Course").

Institution Subscription: This Section applies only if an applicable Order specifies that you are acquiring a Service subscription for an institution. Subject to your payment of the applicable fees and taxes, you may authorize your students, faculty, and administrative staff (collectively, "Authorized Users") to access and use the applicable Service for non-commercial educational or instructional use, on condition that those Authorized Users accept the Cengage Terms of Use including these Supplemental Terms before or during their first use of that Service. For Service subscriptions that include a limit on the number of Authorized Users, Authorized Users includes all individuals authorized to use the Service, regardless of whether any such individual is

actively using that Service at a particular time. You shall ensure that Authorized Users and any other person that uses the Service through the use of your password and account comply with the Cengage Terms of Use including these Supplemental Terms. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Service through your password and account, including ensuring that an Authorized User ceases use of the Service after that Authorized User is no longer associated with your institution.

Special Provisions Applicable to Developer Offerings

Cengage collaborates with developers to offer them the use of the Service to develop services and/or content designed to enhance your experience with the Service (“Developer Offering”). Developer Offerings are not provided under these Terms, but are instead provided under separate terms that are included or accompany the Order (or the activation process) for a given Developer Offering (“Developer Offering Terms”). Placing an Order for a Developer Offering that includes Developer Offering Terms, or activating a Developer Offering for which the activation process includes Developer Offering Terms, will be deemed to constitute your acknowledgment that you have read and agree to all applicable Developer Offering Terms, including those provided only in the English language. You acknowledge that Cengage is not a party to, and Cengage is not liable for breaches of, any Developer Offering Terms, and that Cengage is an intended third-party beneficiary of, and may enforce directly against you, all such Developer Offering Terms.

When you use a Developer Offering, Cengage or the Service may furnish the following information about you to the Developer Offering: (1) your role (for example, instructor or student); (2) your institution or organization; (3) your name; (4) your user ID (for example, email address); (5) the ISBN of the Services you ordered and the ISBN of the Title’s corresponding physical textbook; (6) your Course ID (identifying the type of Course in which you are enrolled, for example, Introduction to Chemistry) and course key (an instructor-created identifier used by students to register for that instructor’s Course); and (7) your Course’s Snapshot ID (an ID generated by the Service that identifies the specific Course for which the applicable Title has been adopted, for example, “Professor Smith’s Introduction to Chemistry class at State University”). The Developer Offering Terms between you and the applicable Developer (and not these Terms) governs the use, storage, and transfer by that Developer and its Developer Offering of Your Content and your other information. You acknowledge that the Developer Offering Terms with a Developer might give the Developer rights with respect to your data beyond those allowed by the Developer’s agreement with Cengage and beyond those allowed by the Cengage Terms of Use including these Supplemental Terms or Cengage’s Privacy Notice. Cengage does not guarantee that each Developer will comply with its developer agreement with Cengage or its Developer Offering Terms with you, and Cengage is not required to enforce a developer agreement against a Developer.

A Developer Offering is either a Cengage-Hosted Developer Offering or a Developer-Hosted Developer Offering. Cengage’s only obligations with respect to Developer Offerings are to: (1) obtain and collect payment for your Developer Offering Order, and (2) host and provide you with online access to the functionality of Cengage-Hosted Developer Offerings in the same manner that Cengage hosts and provides you with online access to the functionality of Services developed by Cengage. Cengage is not responsible or liable for: (1) the availability, delivery, functionality, or performance of Developer Offerings, including their content, accuracy, or

reliability or (2) the acts and omissions (including privacy practices) of the developers of Developer Offerings.

WebAssign

WebAssign, a Cengage Service made available at www.webassign.com, includes online homework delivery, grading, and assessment functionality, and is available to instructors through paid subscription, for specified classes and time durations. The main purpose of the WebAssign Service is to provide instructors with a secure, accessible platform in which to assign and grade homework and assessments, in order to assess student performance and comprehension. The WebAssign Service can also be used for quizzes, tests, labs, and self-study depending on the instructor's application of the WebAssign Service. In the WebAssign Service, course materials, including textbooks, questions, answers, multimedia files, and ebooks, are accessible to students between the start and end dates, set by the instructor, of the courses for which access has been purchased. This restriction applies to single-semester access, multi-semester access, and Lifetime Of Edition access ("Lifetime of Edition" means that the student has access to course materials whenever that student is enrolled in a course within the same institution where the same edition of such materials is being used).

The WebAssign Service may be used only in conjunction with an educational course offering in which you are enrolled or which you are teaching or administering, as applicable.

WebAssign IDs

Student usernames and passwords may be provided to WebAssign for use with the WebAssign Service by the instructor (or, if the instructor chooses and if available, by self-enrollment functionality). WebAssign determines any applicable institution code. You should change your password before starting to use the WebAssign Service, to prevent unauthorized access to your assignments. To facilitate communication between WebAssign and users of the WebAssign Service, and for retrieval of login information, we use email addresses.

If your WebAssign Services account has been set up by your instructor or other administrator, your instructor or administrator may be able to access or disable your account. WebAssign shall have no liability for any acts or omissions of your instructor or other administrator.

Shared Content

You may be able to specify that Shared Content is generally available for use by all other WebAssign Service users, or only to the WebAssign Service users that you specifically allow to use the Shared Content.

SAM

Instructor Use: If you are a teacher or instructor, you may incorporate Cengage Content (including your modifications and derivative works of Modifiable Cengage Content) in: (1) in-class handouts (provided without charge and limited in the number of copies), (2) online classrooms or courses (provided access to the Cengage Content is limited to matriculated students enrolled in your class who are required to accept the Cengage Terms of Use including

these Supplemental Terms and enter a unique passcode or other verifiable industry-standard authentication system that ensures each user is individually identified before such access), (3) in-class displays (e.g., via projector, computer monitor or television screen), (4) class outlines or lessons, and (5) non-fee based exams, in each case associated with a course of study (i.e., a class) for which the e-book included in the Service as specified in an Order ("Title") has been adopted and is concurrently being used ("Course").

Institution Subscription: This Section applies only if an applicable Order specifies that you are acquiring a Service subscription for an institution. Subject to your payment of the applicable fees and taxes, you may authorize your students, faculty, and administrative staff (collectively, "Authorized Users") to access and use the applicable Service for non-commercial educational or instructional use, on condition that those Authorized Users accept the Cengage Terms of Use including these Supplemental Terms before or during their first use of that Service. For Service subscriptions that include a limit on the number of Authorized Users, Authorized Users includes all individuals authorized to use the Service, regardless of whether any such individual is actively using that Service at a particular time. You shall ensure that Authorized Users and any other person that uses the Service through the use of your password and account comply with the Cengage Terms of Use including these Supplemental Terms. You shall take all reasonable precautions necessary to safeguard against unauthorized access and use of the Service through your password and account, including ensuring that an Authorized User ceases use of the Service after that Authorized User is no longer associated with your institution.

PM eCollection

Premium subscription

Each student seat that is purchased is to be used to provide a single student with access to the PM eCollection platform, once the student no longer needs access the student should be deleted which will de-allocate their seat and allow another user to be added to the subscription using up a seat allocation. Only teachers that work for your school/institution may be added to your subscription, these teachers should be removed from the platform once they no longer work for your school/institution.

PM Benchmark Software

Only teachers that work for your school/institution may be added to your subscription, these teachers should be removed from the platform once they no longer work for your school/institution.

PM Guided Reading Planner

Only teachers that work for your school/institution may be added to your subscription, these teachers should be removed from the platform once they no longer work for your school/institution.

You may only supply copies of the Cengage Materials available through this platform to teachers that already have access to the platform or that would have the right from being within your school to have access.

Country Specific Terms

Instructor Use (Australia and New Zealand)

In Australia and New Zealand, the extent of instructor permissible copying, reproduction or display of Cengage Content is governed by Copyright law and your institution, or representative body, agreement with Copyright Agency Limited in Australia ("CAL") or Copyright Licensing New Zealand ("CLNZ"), for which an annual fee per student is paid. Permission for use beyond that permitted by your agreement with CAL or CLNZ must be sought directly from Cengage at <https://www.cengage.com.au/permissions>.

For clarity, personal use by instructors and students within the designated Cengage platform is granted within these Terms of Use and free of obligations under agreements with CAL and CLNZ, however, any copying, reproduction or display of Cengage Content outside of the designated Cengage platform (*e.g.*, producing in-class handouts for students) is subject to your agreement(s) with CAL and/or CLNZ.

**APPENDIX C
CENGAGE PRIVACY NOTICE**

[CENGAGE PRIVACY NOTICE ON NEXT PAGE]



K-12 STUDENT POLICY DATA STATEMENTS

Effective as of January 2020.

Definitions:

Disclose (Disclosure) means any act that makes Personal Information available or accessible to a third party, either by physically transferring the Personal Information to the recipient or by allowing the recipient to view or access the Personal Information remotely.

Personal information means any information that can be used to identify, locate or contact an individual. Personal Information includes identifying information (such as person's name or email address). It also includes other data elements, such as Internet Protocol (IP) addresses, Cengage Globally Unique Identifiers or GUIDs, device identifiers or school-issued IDs, if such data can be associated with an individual and content captured and recorded when taking a course, such as for a languages course. **If we can tie the data to an individual (either by itself or using other information that we have), then the data is PI.**

K-12 Student means an individual studying in any preschool, elementary, middle or secondary school.

K-12 Student Data means (with respect to K-12 Students) any Personal Information that, alone or in combination, identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a school service, or by a school service contract provider or school service on-demand provider. K-12 Student Data encompasses all Personal Information pertaining to K-12 Students (including all persistent identifiers, geolocation data, images and photographs) collected via rosters, directly from K-12 Students or from other sources.

Targeted Advertising means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or Personal Information. "Targeted Advertising" does not include:

- (a) advertising to a student (i) at an online location based on the student's current visit to that location or in response to the student's request for information or feedback; and (ii) without the collection and retention of a student's online activities over time;

- (b) adaptive learning, personalized learning, or customized education; or

(c) with the consent of a student or the student's parent, using the student's Personal Information to identify for the student institutions of higher education or scholarship providers that are seeking students who meet specific criteria.

Policy Statements:

The following rules are designed to enable Cengage to comply with FERPA, COPPA and state student privacy laws.

Collection, Use, and Disclosure

Cengage shall not collect, maintain, use or disclose K-12 Student Data beyond that needed for authorized educational/school purposes, or as appropriately authorized by a school, parent, or student.

Targeted Advertising and Selling

Cengage shall not:

- (a) Use any K-12 Student Data for Targeted Advertising.
- (b) Create K-12 Student profiles for advertising or for any other purpose that is not required by the Client for educational purposes
- (c) Sell K-12 Student Data or otherwise disclose the K-12 Student Data to any third party unless (i) such third parties are data processors acting on our behalf, (ii) the disclosure is required by law or otherwise legally permitted, or (iii) the disclosure is made at the request of the Client for educational purposes.

Security

Cengage shall protect K-12 Student Data using appropriate security measures, including encryption, and disclosing the information only to third parties that are capable of and contractually obligated to maintaining its confidentiality and security.

Retention

Cengage shall not retain K-12 Student Data longer than needed to fulfill the educational purposes for which it was collected. Cengage will also delete K-12 Student Data upon request of the applicable Client (school or school district) or (if feasible) the applicable parent or Student.

De-Identified and Aggregated Data

Cengage shall not use any K-12 Student Data for product development, testing or innovation unless the K-12 Student Data has been de-identified (anonymized) and aggregated. (Cengage may use de-identified data for product development, research and other purposes. This data will have all direct and indirect identifiers removed, including name, student ID numbers, GUIDs, dates of birth, demographic information

location data and school ID. Cengage shall not attempt to re-identify any de-identified data and shall prohibit any recipients of the de-identified data from trying to re-identify individuals.)

Children Under 13 years old

To the extent that Cengage's websites and online services (including mobile apps) are directed towards (or are actually used by) children under 13 years old, Cengage must either obtain verifiable parental consent from the Student's parent or be authorized to collect the Personal Information by the Student's school.

Services provided to a School

To the extent that Cengage is collecting Personal Information from children under 13 in connection with website and mobile apps *provided to a school*, Cengage may rely on the school to authorize the collection of the Personal Information. In this case:

- (a) Cengage shall post a clear and comprehensive online privacy policy describing its information practices for Personal Information collected online from the children.
- (b) Cengage shall obtain consent from the school prior to collecting Personal Information from the children.
- (c) The Personal Information may only be used for educational purposes that benefit the school and not for any commercial purposes;
- (d) To the extent feasible, Cengage shall provide parents with access to their child's Personal Information to review and/or have the information deleted;
- (e) To the extent feasible, Cengage shall give parents the opportunity to prevent further use or online collection of a child's Personal Information; and
- (f) The Personal Information shall only be retained for only as long as is necessary to fulfill the educational purpose for which it was collected.

Services provided directly to children

To the extent that Cengage is collecting Personal Information from children under 13 in connection with website and mobile apps *provided directly to children* (or to the extent that Cengage wants to use the Personal Information for any commercial purpose), Cengage must obtain verifiable parental consent and otherwise fully comply with the Children's Online Privacy Protection Act (COPPA). COPPA requires Cengage to:

- (a) Post a clear and comprehensive online privacy policy describing their information practices for personal information collected online from children;
- (b) Provide direct notice to parents and obtain verifiable parental consent, with limited exceptions, before collecting Personal Information online from children;
- (c) Give parents the choice of consenting to Cengage's collection and internal use of a child's information, but prohibiting Cengage from disclosing that information to third parties (unless disclosure is integral to the site or service, in which case, this must be made clear to parents);
- (d) Provide parents access to their child's Personal Information to review and/or have the information deleted;
- (e) Give parents the opportunity to prevent further use or online collection of a child's Personal Information;
- (f) Maintain the confidentiality, security, and integrity of information Cengage collects from children, including by taking reasonable steps to release such information only to parties capable of maintaining its confidentiality and security; and
- (g) Retain Personal Information collected online from a child for only as long as is necessary to fulfill the purpose for which it was collected and delete the information using reasonable measures to protect against its unauthorized access or use.

Other Disclosures

In the event of any merger, acquisition or similar transaction involving Cengage's business or assets, Cengage may transfer K-12 Student Data to another entity, provided the successor entity is subject to these same commitments for the previously collected student Personal Information.