

BOARD OF EDUCATION SPECIAL MEETING

May 27, 2022

The Board of Education met in special session on May 27, 2022, in the Circleville City Schools Alumni Room, 388 Clark Drive, Circleville, Ohio at 6:00 p.m., President Tony Reeser called the meeting to order.

On roll call, the following members were present: Tony Reeser, Jeff Burrow, Terry Leasure, Patty Truex, and Christine Williams.

On a motion by Mr. Reeser, seconded by Mrs. Williams, the Board approved the following personnel items, as presented:

2021-2022 School Year

Summer School:

- | | |
|-----------------------|-----------------------|
| • Julie Walker | CHS/CMS Food Services |
| • Cheri Davis | CHS/CMS Food Services |
| • Beverly Largent | CES Food Services |
| • Robin Davis | CES Food Services |
| • Misti Allen | Bus Driver |
| • Rebecca Bensonhaver | Bus Driver |
| • Michelle Ramey | Bus Driver |
| • Darlene Parsley | Bus Driver |
| • Frances Curry | Bus Driver |

Summer Transportation:

- | | |
|---------------------------------|-----------------------|
| Learning Spectrum / Briar Patch | |
| • Misti Allen | Bus Driver |
| • Frances Carper | Substitute Bus Driver |

Resignations:

- | | |
|-------------------|---|
| • Chris Thornsley | CHS Principal
Effective: End of 2021-22
School Year |
| • Kurt Young | CES Assistant Principal
Effective: End of 2021-22
School Year |

Unpaid Leave:

- | | |
|-----------------|----------------------|
| • Shelby Seimer | May 16, 2022 (1 day) |
|-----------------|----------------------|

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2022-23 School Year

Certified:

- Kurt Young

CHS Principal – Grades 9-12
2 Year Contract - August 1, 2022 -
July 31, 2024
260 Day Contract - Step 4
Up to 10 Extended Days to be worked
June 27, 2022 - July 31, 2022 at the
daily rate

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

On a motion by Mr. Burrow, seconded by Mr. Leasure the Board approved the following Student Services Agreements for FY22 Summer Learning, as presented:

- Down Syndrome Association of Central Ohio (DSACO) - for 3 students

This agreement is made and entered into by and between the Down Syndrome Association of Central Ohio (DSACO), an Ohio 501(c)3, 510 E North Broadway, Columbus, Ohio 43214, (hereinafter "DSACO"), and Circleville City Schools (student 1, student 2, and student 3) (hereinafter "CLIENT") for the benefit of: Summer Education Services for children with Down syndrome and other Intellectual and Developmental Disabilities.

Whereas,

- DSACO employees have experience and expertise in dealing with individuals with Down syndrome and other related diagnosis groups; and
- DSACO provides special focus on children and their Individualized Education Plans; and
- DSACO will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.
- DSACO and its employees do not hold any special licenses and are not a licensed provider with the Ohio Department of Developmental Disabilities.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

- **SERVICES PROVIDED:** DSACO will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30-day written notice required to discontinue individual services per child:
 - 60 minutes of weekly individualized learning through 1:1 time with Intervention Specialists with a focus on reading and math goals for the weeks of June 13, 2022, through July 14, 2022. The Intervention Specialists are contractors who are subcontracted by DSACO to provide services at the Summer Learning Academy.
 - 660 minutes of weekly small group learning with Intervention Specialists for the weeks of June 13, 2022, through July 14, 2022.
 - 4 one-way transport from Summer Learning Academy program to CLIENT residence for the weeks of June 13, 2022, through July 14, 2022.

FEES: DSACO will be paid the following fees for the services provided:

\$6,000

DSACO will issue invoices at the end of the program period, but no later than August 5, 2022. Amounts invoiced shall be due and payable upon receipt and shall be considered past due fourteen (14) business days from the date of invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due with a minimum late charge of twenty-five dollars (\$25.00). In the event of any dispute, lawsuit or legal action, DSACO shall be entitled to recover its reasonable attorney fees from Client.

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All invoices shall be considered accurately stated and earned unless written objection is received by DSACO within five (5) days of receipt.

WAIVER OF LIABILITY/RELEASE/INDEMNIFICATION: The parties hereto acknowledge the substantial challenges faced in providing services to those with Down syndrome and related disorders. In consideration for the payment referenced herein, Client on behalf of itself, its agents, employees, representatives and subsidiaries agrees to release and forever discharge DSACO, from any and all claims, causes of action, demands, damages, costs, expenses, liabilities, compensation or other losses, whether currently known or unknown, which may arise from the Summer Learning Academy.

Client also agrees to indemnify and hold harmless DSACO and its respective officers, directors, employees, agents, contractors and subcontractors, representatives, assigns, volunteers and others acting on its behalf against all damages sustained or suffered by any person(s) who are not parties to this agreement involving any and all injuries or damages that DSACO may cause while providing the Summer Learning Academy. The Indemnification shall also include DSACO's attorney fees and costs.

Behavior Clause—In order to ensure all groups provide a safe and effective learning environment, DSACO asks that a child's behavior be manageable in a group setting. DSACO reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If an individual aid is required, CLIENT will be asked to pay an additional fee to cover the cost or provide their own aid.

Student Privacy—DSACO acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns providing services under this Agreement shall each preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R. Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. DSACO agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to CLIENT. DSACO shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g, 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321.

Criminal Records Check—DSACO shall require any service provider performing any services under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.

- **The Learning Spectrum - for 4 students**

This agreement is made and entered into by and between The Learning Spectrum, LTD., an Ohio limited liability company, 6660 DoubleTree Ave, Columbus Ohio 43229, (hereinafter "LEARNING SPECTRUM, LTD"), and -- Orcleville City Schools () (hereinafter "CLIENT") for the benefit of: Educational Services

- WHEREAS,
- LEARNING SPECTRUM members and employees have experience, professional training, and expertise in dealing with autism and related diagnosis groups; and
- LEARNING SPECTRUM provides special consulting and treatment services to families with children affected by autism and related diagnosis groups; and
- LEARNING SPECTRUM will provide services outlined in this agreement to CLIENT, for the compensation stated, as an independent contractor.
- Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **SERVICES PROVIDED.** LEARNING SPECTRUM will provide the following services to CLIENT on the schedule provided herein or as modified by the parties. 30 day written notice required to discontinue individual services per child :

ESY with a 1:1 aide- June 20-July 21 (closed the week of July 4). It runs daily Monday-Thursday from 9am-3pm. Students will be in small groups participating in our educational summer camp activities, but they will also receive targeted services on the following IEP goals for consistency.

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ESY with a 1:1 aide- June 20-July 21 (closed the week of July 4). It runs daily Monday-Thursday from 9am-3pm. Students will be in small groups participating in our educational summer camp activities, but they will also receive targeted services on the following IEP goals for consistency.

- The Services provided under this Agreement shall be consistent with federal and state laws, currently approved methods of practice in the teaching profession, and the LEARNING SPECTRUM's professional judgment;
- That it will keep and maintain appropriate, adequate and current records, in the manner required by CLIENT, for individuals who are provided with services during the term of this Agreement. The LEARNING SPECTRUM will provide adequate documentation to assist CLIENT in the collection of fees for services rendered by the LEARNING SPECTRUM if requested by CLIENT.
- That it will comply with Board policies, administrative guidelines, rules and regulations of CLIENT while providing services under this Agreement.
- That it will perform all duties for students as outlined and required by a particular student's IEP, including but not limited to, providing services, documenting progress, developing new IEP present levels, goals, and objectives, and attending necessary meetings regarding IEPs and evaluations.
- If providing services to students on CLIENT's property, the LEARNING SPECTRUM's employees will sign in upon entering any school building, display proper identification while on school property, and sign out when leaving any school building.

Upon termination of this Agreement, neither party shall have any further liability or obligation to the other party, except for obligations that have accrued prior to such termination and obligations that are, by the terms of this Agreement, intended to survive termination of this Agreement.

2. FEES. LEARNING SPECTRUM will be paid the following fees for the services provided:

\$3000 ESY IEP Goal addressed Social and Behavior

LEARNING SPECTRUM will issue invoices monthly. Amounts invoiced shall be due and payable upon receipt and shall be considered past due fourteen (14) business days from the date of the invoice. A finance charge of 1.5% per month on the unpaid balance will be charged for any accounts that become past due, with a minimum late charge of twenty-five dollars (\$25.00).

All invoices shall be considered accurately stated and earned unless written objection is received by Learning Spectrum before the invoice is considered past due.

CLIENT will, in addition to payment for services reimburse LEARNING SPECTRUM for any attorney fees, court costs, or other charges incurred in the process of collection of delinquent accounts owed by CLIENT.

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3. WAIVER OF LIABILITY/RELEASE. The parties hereto acknowledge the substantial challenges faced in providing services to those affected by autism and related disorders. In particular, outbreaks of aggressive behavior and difficulty of control are issues faced regularly by those providing services to the clients. LEARNING SPECTRUM, its members, employees, and other affiliated service providers, will at no time intentionally inflict corporal punishment and/or engage in violent or turbulent behavior with a member of CLIENT'S school district affected by autism or related disorder, but will use reasonable techniques of control in accord with standard practices for dealing with diagnosis. CLIENT, as a condition of this agreement, releases LEARNING SPECTRUM, its members, employees, and assigns from any liability incurred in the normal process of delivery of consulting services and all customary restraints and behavior modifications that may be necessary for the safety of a member of CLIENT'S school district and/or LEARNING SPECTRUM personnel. This release will not affect any gross and wanton negligence and/or acts where the intent is to harm a member of CLIENT'S school district.

4. Behavior Clause- In order to ensure all groups provide a safe and effective learning environment, THE LEARNING SPECTRUM asks that a child's behavior be manageable in a group setting. THE LEARNING SPECTRUM reserves the right to discuss with CLIENT the need for an individual aid for any child who is exhibiting behavior that takes away from the learning experience. If an individual aid is required, the CLIENT will be asked to pay an additional fee to cover the cost, or provide their own aid.

5. No-Compete Clause- CLIENT'S agree not to negotiate employment of any kind with LEARNING SPECTRUM staff and or therapist and agrees to forgo all written contracts with payment in full for negotiated services if proved.

6. Independent Contractor. The LEARNING SPECTRUM acknowledges and agrees that it shall, at all times, be acting as an independent contractor and not as an employee, servant, agent, or partner of CLIENT. The LEARNING SPECTRUM further acknowledges and agrees that none of its service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement shall be considered employees of CLIENT with respect to any federal, state or local laws. The LEARNING SPECTRUM shall be responsible for, and shall pay for, any wages, benefits, charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions, and/or any other governmental charges or taxes required to be paid on behalf of the LEARNING SPECTRUM's service providers, employees, agents, contractors, subcontractors, or assigns performing any work or providing any services under this Agreement. The provisions of this Section shall survive termination of this Agreement.

7. Student Privacy. The Learning Spectrum acknowledges and agrees that it and its service providers, employees, agents, contractors, subcontractors, and assigns providing services under this Agreement shall each preserve the privacy of student information and student records accessed in the fulfillment of this Agreement as required by the Family Educational Rights and Privacy Act (20 U.S.C. 1232g, 34 C.F.R.

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Part 99) and Ohio Revised Code Section 3319.321 and other applicable laws. The LEARNING SPECTRUM agrees not to disclose such information to third parties or use such information for any purpose whatsoever other than as reasonably required for the provision of services to CLIENT. The LEARNING SPECTRUM shall not use such information in any manner that is inconsistent with 20 U.S.C. 1232g, 34 C.F.R. Part 99 and Ohio Revised Code Section 3319.321.

8. Criminal Records Check. The LEARNING SPECTRUM shall require any service provider performing any services under this Agreement to obtain a criminal background check pursuant to Ohio Revised Code Section 3319.392. No individual who would be prohibited from employment by a school district pursuant to Ohio Revised Code Section 3319.39 shall provide services to CLIENT under this Agreement.

9. Professional Liability Insurance. The LEARNING SPECTRUM will obtain and maintain in force, or require that its service providers, employees, agents, contractors, subcontractors, or assigns providing services under this Agreement, obtain and maintain in force professional liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The LEARNING SPECTRUM will name CLIENT as an additional insured on this policy of insurance and shall furnish evidence of such insurance to CLIENT upon request.

10. Indemnification. The LEARNING SPECTRUM agrees to indemnify, defend, and hold harmless CLIENT, its members, employees, agents, insurers, and assigns from any and all demands, actions, causes of action, suits of any kind or nature whatsoever, claims, losses, charges, expenses, fees (including attorney fees), costs and judgments that may be asserted against CLIENT, its members, employees, agents, insurers and assigns that result from acts or omissions of the LEARNING SPECTRUM and its service providers, employees, agents, contractors, subcontractors, or assigns.

The LEARNING SPECTRUM shall further indemnify, defend and hold harmless CLIENT, its members, employees, agents, insurers and assigns from, and pay for, any and all charges, fees and/or taxes, including social security taxes, health care charges/taxes, workers' compensation taxes, unemployment taxes, STRS/SERS contributions and/or any other governmental charges or taxes required to be paid on behalf of any of the LEARNING SPECTRUM's service providers, employees, agents, contractors, subcontractors, or assigns. The provisions of this Section shall survive termination of this Agreement.

11. No Joint Venture. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between CLIENT and the LEARNING SPECTRUM.

12. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only in writing and only when executed by the parties.

IN WITNESS WHEREOF, the parties individually or by their authorized representative have entered into this agreement on the ____ day of _____ with the intent to be legally bound.

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes; Mrs. Williams - yes

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On a motion by Mr. Reeser, seconded by Mrs. Truex, the Board approved the following Service Agreement for FY23, as presented:

- **META for Final Forms District online forms management system**

This FinalForms Authorized Educational Institution Terms of Service Agreement ("Agreement") is made and entered into by and between BC Technologies Company, doing business as FinalForms ("FinalForms" or "Party"), an Ohio corporation, and the Authorized Educational Institution identified below ("Customer" or "Client" or "Subscriber" or "Party").

Customer has contracted with META, a member of the Management Council of Ohio Educational Computer Network, an Ohio Regional Council of Governments, through which it will obtain Support Services from FinalForms. The Support Services ("Services") contemplated by this Agreement are set forth in Exhibit A, which is attached hereto and is made a part of this Agreement.

The Parties hereto agree as follows:

1. Contract Period

This Agreement is effective when signed by Customer and shall continue in effect for so long as Customer receives the Services from FinalForms.

2. Representations and Warranties

Compliance with the Laws. Each Party shall, at its own expense, comply with all laws, regulations and other legal requirements that apply to it and this Agreement.

Acceptable Use. Customer is solely responsible for the content of any postings, data, or transmissions using the Services, or any other use of the Services by Customer or by any person or entity Customer permits to access the Services. Customer represents and warrants that it will not violate or tamper with the security of any FinalForms computer equipment or program. If FinalForms has reasonable grounds to believe that Customer is utilizing the Services for any illegal or disruptive purpose, FinalForms may suspend the Services immediately with or without notice to Customer. FinalForms may terminate the Agreement if FinalForms determines that Customer failed to adhere to the acceptable use standards.

DISCLAIMER. THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY FINALFORMS. FINALFORMS MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY RELATED SERVICE, OR SOFTWARE. FINALFORMS HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. NO ORAL OR WRITTEN INFORMATION GIVEN BY FINALFORMS, ITS EMPLOYEES OR LICENSORS WILL CREATE A WARRANTY. FINALFORMS MAKES NO WARRANTY EXPRESSED OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY OR USEFULNESS OF ANY FORM OR DATA THAT IT CONVERTS INTO ELECTRONIC FORMAT FOR CUSTOMER, OR THIRD PARTIES SUCH AS PARENTS OR STUDENTS, AT CUSTOMER'S REQUEST, PURSUANT TO THIS AGREEMENT

Foreign Language Translations. FinalForms may provide translations of data it receives from Customer into languages other than English, through a third-party external translation service, which is intended solely as a convenience to the non-English-reading public. Due to the inherent nuances of translating a foreign

language, FinalForms cannot guarantee the accuracy, reliability, or performance of the third-party external translation service nor the limitations provided by this service, such as the inability to translate specific files or data. Therefore, FinalForms expressly disclaims liability for any direct, indirect, incidental, special, or consequential damages that may result from or relate to an inaccuracy in the translation of Customer data into a language other than English.

3. Licenses

FinalForms hereby grants to Customer a personal, nonexclusive, nontransferable license during the term of this Agreement to use, in object code form, all software and related documentation provided by FinalForms ("Software"), which may be furnished to Customer under this Agreement. Customer agrees to use commercially reasonable efforts to ensure that its employees and users of all Software hereunder comply with this Agreement. Customer also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent to the Software. All Software furnished to Customer under this Agreement shall be used by Customer only for Customer's internal business purposes, and shall not be reproduced or copied in whole or in part.

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4. Customer Data

Customer is the custodian of all data that it supplies to FinalForms, which is to be strictly held as confidential. FinalForms will not access, delete or alter Customer data within FinalForms or within any other software or application employed by Customer without the express consent of Customer.

Customer hereby consents to the use by FinalForms of Customer's name, logo, and other identifying information in marketing materials that contain a list of representative customers. FinalForms will grant Customer administrators access to the application and data for a minimum of seven (7) years after contract termination. Customer has the option to receive a backup of data prior to deletion, in accordance with this Agreement.

All right, title, and interest in and to the Software, and all copyrights, patents, trademarks, service marks, or other intellectual property or proprietary rights relating thereto, belong exclusively to FinalForms. Any modification to the Software performed by Customer directly or indirectly extending the current capabilities shall be the property of FinalForms, and all copyrights and other rights are hereby assigned to FinalForms.

5. Limitation of Liability

As set forth below, under no circumstances will FinalForms, its executives, employees, or designees be liable for any indirect, incidental, special, or consequential, damages that result from Customer's use of or Customer's inability to use the Services, including but not limited to: loss of revenue or lost profits, or damages that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, theft, destruction, or unauthorized access to FinalForms' records, programs or services, even if such Party has been advised of the possibility of such damages. In the event of any breach by FinalForms of this Agreement, FinalForms' liability to Customer will not exceed the amount paid to The Management Council of Ohio by Customer during the school year of the breach.

No Infringement: FinalForms warrants the Software will not infringe any patents, trademarks, copyright, or any proprietary rights of a third party or constitute a misuse or misappropriation of a trade secret. Customer shall notify FinalForms promptly in writing of any known action brought against Customer based

on an allegation that Customer's use of any materials infringes any patent, trademark, copyright, or infringes any right of a third party, or constitutes misuse or misappropriation of a trade secret ("Infringement").

6. Customer Responsibility

For purposes of this Section, "communications" shall mean all electronic correspondence generated or received by Customer and its employees and designees, excluding such correspondence between Customer and FinalForms, through the use of any Service provided by FinalForms to Customer.

Customer is solely responsible for the content of communications transmitted by Customer using the Services. Customer is solely responsible for the content of all documents, data, and student records FinalForms converts into electronic format and makes available to Customer online, at the request of Customer.

Customer is not permitted to resell the Services.

To the extent deemed necessary by Customer, Customer shall implement security procedures necessary to limit access to the Services to Customer's authorized users and shall maintain a procedure external to the Services for reconstruction of lost or altered files, data, or programs.

Customer is responsible for establishing designated points of contact to interface with FinalForms.

7. Confidential Information

Definition. For purposes of this Agreement, "Confidential Information" shall mean information including, without limitation, all Customer data, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics, and other technical, business, financial, and product development plans, forecasts, strategies and information marked "Confidential," or if disclosed orally, is identified as confidential at the time of disclosure. In addition to the foregoing, Confidential Information shall include third party software, if any, that may be provided to Customer under this Agreement, including any related source or object codes, technical data, data output of such software, documentation, or correspondence owned by the applicable licensor. Confidential Information excludes information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) is independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (iii) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized representative or designee of such disclosing party; and (iv) the receiving party is legally compelled to disclose, provided, however, that prior to any such compelled disclosure, the receiving party will (a) assert the privileged and confidential nature of the Confidential Information against the third party seeking disclosure, and (b) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.

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Each Party agrees to use the other Party's Confidential Information solely for the purposes of carrying out its obligations under this Agreement, and to refrain from disclosing that Confidential Information to any third-party, unless and to the extent: (a) any disclosure is necessary or appropriate in connection with the performance of its obligations or exercise of its rights under this Agreement; (b) any disclosure is required by applicable law including public records law (O.R.C. §149.43, *et seq.*) or open meetings law (O.R.C. §121.22, *et seq.*); provided that, if practicable, the party required to make such disclosure uses reasonable efforts to give the party to whom the relevant Confidential Information relates reasonable advance notice thereof (i.e., so as to afford that party an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure) and the Confidential Information is only disclosed to the extent required by law; (c) any disclosure is made with the consent of the disclosing party; or (d) to employees, consultants or agents to whom disclosure is necessary to realize the benefit of this Agreement and who agree to be bound by the terms hereof.

FinalForms will disclose any breach of its security system affecting personal information, in accordance with the requirements of R.C. 1349.19, if applicable.

Nondisclosure. During the term of this Agreement and for a period of two (2) years thereafter, each Party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information, but in no event using less than reasonable care, and to use such Confidential Information only as permitted under this Agreement. Each Party agrees to only disclose the other Party's Confidential Information to its employees: (a) with a need to know to further permitted uses of such information; and (b) who are informed of the nondisclosure/non-use obligations imposed by this Agreement. Both Parties shall take steps each determines appropriate to implement and enforce such non-disclosure/non-use obligations.

8. Back-up of Data

FinalForms will deliver a full back-up of Customer Data in .BAK format in a CD by US priority mail, if Customer pays a charge of \$100 per back-up copy in advance of receiving the CD(s).

9. General Provisions and Force Majeure

(a) This Agreement, including any amendments and attachments hereto that are incorporated herein, constitute the entire agreement between the Parties and shall be binding on the Parties. No modification, termination, or waiver of any provisions of this Agreement shall be binding upon a Party unless evidenced in writing signed by authorized representatives of the Parties.

It is further expressly understood and agreed that, there being no expectations to the contrary between the Parties, no usage of trade or other regular practice or method of dealing, either within the computer software industry, FinalForms' industry, or between the Parties shall be used to modify, interpret, supplement, or alter in any manner the express terms of this Agreement or any part thereof.

(b) Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties.

(c) The Software shall not be exported or re-exported in violation of any export provisions of the United States or any other applicable jurisdiction.

(d) This Agreement may not be assigned, sublicensed, or transferred, in whole or in part, by Customer without the prior written consent of FinalForms. Any attempted assignment, subletting or transfer shall be void.

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(e) If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) No delay or failure of FinalForms or Customer in exercising any right herein, and no partial or single exercise thereof shall be deemed of itself to constitute a waiver of such right or any other rights herein. Any waiver by FinalForms or Customer of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

(g) In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, terrorism, fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, actions or decrees of governmental bodies or communication line failure not the fault of the affected Party, or other causes beyond such Party's reasonable control (a "Force Majeure Event"), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds seven (7) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, immediately terminate this Agreement.

(h) At FinalForms' request, no more frequently than annually, Customer shall furnish FinalForms with a signed certification verifying that the Software is being used pursuant to the terms of this Agreement and listing the locations where the Software is being used.

(j) This Agreement shall be governed by and construed under the laws of the State of Ohio applicable to contracts made in and wholly to be performed in the State of Ohio.

STUDENT SERVICES

FinalForms Student Services are designed to help district/school administrators manage enrollment, registration, communication, department/district/state compliance, and student safety.

- New Student Enrollment
- Back-to-School Forms
- Custom Forms
- Email Communication
- Reminders and Alerts
- Emergency Medical Information
- Payments/Fees
- 1:1 Management
- Classroom/Activity/Club/Bus Route/Field Trip Roster Management
- ... Plus, all Athlete Services below

ATHLETE SERVICES

FinalForms Athlete Services are designed to help athletic departments manage registration, communication, department/district/state compliance, and athlete safety.

- Online Registration
- Custom Forms
- Pre-Participation Physical Forms
- Email Communication
- Reminders and Alerts
- Payments/Fees
- Roster Management
- Emergency Medical Information
- Equipment Management
- Injury and Concussion Reporting

STAFF SERVICES

FinalForms Staff Services are designed to help district/school administrators manage staff forms, communication, department/district/state compliance, and staff safety.

- Annual Staff Forms
- Custom Forms
- Policy Management
- Medical Information Management
- Certification Management
- Equipment Management
- Email Communication

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

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On a motion by Mrs. Williams, seconded by Mr. Leasure, the Board approved the following Treasurer's items, as presented:

Establishment of Fund

- Aaron Taylor Memorial Scholarship Fund - 007 - 9022

Requisitions Over \$10,000:

- The LEARNING SPECTRUM - extended summer learning for 4 special needs students - \$14,400.00
- GATEWAY EDUCATION HOLDINGS (SAVVAS) - K-12 math curriculum professional development - \$22,950.00
- META - Final Forms online forms management system - \$10,909.00

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes

On a motion by Mr. Burrow, seconded by Mr. Leasure, the Board voted to adjourn the meeting at 6:05 p.m.

Mr. Reeser – yes; Mr. Burrow–yes; Mr. Leasure – yes; Mrs. Truex – yes, Mrs. Williams - yes



President

ATTEST


Treasurer