

Agreement

This Agreement is between the Ohio History Connection located at 800 East 17th Avenue, Columbus, Ohio, 43211 ("OHC"), and Gahanna-Jefferson City School District Board of Education ("SITE") located at 630 Morrison Road, Suite 200, Gahanna, OH 43230, a duly authorized public, private or charter school or school district. The schools addressed by this Agreement are. Each shall be referred to individually herein as a "Party", and both may be referred to collectively herein as the "Parties".

Terms and Conditions

1. OHC and SITE enter in an agreement that SITE will pay OHC \$8,383.00 for a 1 year subscription to [Ohio as America v3.0 (2021) ("Program")]. This subscription shall include 615 student(s) and 16 teacher(s) login accounts for Ohio as America v3.0 (2021).

Sites with one-year agreements must complete full payment of subscription within 30 days after signed agreement date. Sites with multi-year agreements have the option to complete payment by installments. Installments will be calculated as the total payment due divided by the number of years of subscription, according to the terms of this agreement. The payment of the first installment must be completed within 30 days after signed agreement date. For multi-year contracts, Ohio History Connection will review the terms of the contract annually and modifications may be proposed based upon enrollment. To the extent that a modification materially alters the terms of the contract, the SITE shall have the right to terminate the agreement and be entitled to a prorated refund.

2. The terms of this Agreement shall commence upon receipt of signed agreement and shall expire on Jun 30, 2025. Either Party may terminate this Agreement before the expiration of its term upon provision to the other Party of thirty (30) days' written notice.

3. SITE will designate an Account Coordinator, who will be the person primarily responsible for managing SITE's account. Communication and notices required by the Agreement shall be directed as follows:

As to SITE:

Account Coordinator

Telephone: _____

Email: _____

As to OHC:

Becky Sicking
Program Manager, Digital Curricula 800 E. 17th Ave.
Columbus, Ohio 43211
Telephone: 614-297-2526
Email: _bsicking@ohohistory.org

4. Upon receipt of the signed Agreement, OHC will provide SITE's Account Coordinator with login information that will, subject to the terms herein, remain active for the duration of the Agreement. Upon the conclusion of this Agreement, the login information will be deactivated and deleted from OHC's systems. OHC will also provide technical support to SITE's Account Coordinator who will be responsible for the addition of authorized teachers to the SITE's account, and other administrative tasks. Once SITE's Account Coordinator creates teachers' accounts, teachers will receive their login information. Upon receiving this information, teachers will be able to create student logins. Teacher logins and student logins will not be created by OHC. Any use of personal information such as name, email address or other sensitive information by the SITE in that process is not the responsibility of OHC. The Account Coordinator shall be responsible for the security of teacher and student login information. Students will be permitted to use their login information to view only their own work and the materials made available by OHC through the Program. Teachers will be permitted to view only the work of the students in their classes and the materials made available by OHC through the Program. The Account Coordinator shall oversee and manage student and teacher login information and use of the Program. OHC may require the revision of login information from time to time. The Account Coordinator shall notify OHC of any changes in the login information. OHC may, in its sole reasonable discretion, suspend or terminate the use of login information for any user of the Program at any time.

5. All Digital Curricula instructional materials, images, primary sources, and videos are owned exclusively by OHC, and except for the license expressly granted herein, SITE shall have no interest in these materials. OHC grants to SITE a non-exclusive, royalty- free license to use OHC Program materials for the duration of the agreement. SITE and its employees, students and representatives shall not publish or use Program materials for any purpose other than the use of the materials provided for in this Agreement.

6. In the event this Agreement is terminated by SITE or for any other cause beyond the control of OHC before the expiration date stated above, no refund of the amount paid for the subscription shall be made. In the event OHC terminates this Agreement before the expiration date stated above, OHC shall refund to SITE a percentage of the amount paid based on the percentage of the term of the agreement remaining at the time of the cancellation.

7. The SITE shall obtain any consents or authorizations from parents or legal guardians that may be required by law. OHC shall support this by providing necessary documentation and guidance.

8. OHC will add SITE's teacher and contact person email addresses to an Ohio as America email list that will be used to send OHC's education newsletter and communications about Digital Curricula's news and updates. Teachers and Contact Persons will be able to unsubscribe from the list if they so choose through the procedures set forth in OHC's Privacy Policy.

9. OHC has adopted a Privacy Policy which governs the collection and use of data. The Privacy Policy, which is incorporated by reference herein, can be found at <https://www.ohiohistory.org/privacy-policy/>. OHC acknowledges that it is designated as a "school official" under FERPA and will use FERPA-protected data solely for the purposes of providing services under this Agreement, implementing appropriate safeguards to protect its confidentiality, security, and integrity. OHC further acknowledges and agrees to be bound by all applicable federal and state data privacy laws governing the use, collection, storage, or transmission of student education records or the personally identifiable information contained therein, including but not limited to Ohio Revised Code Sections 3319.325 - .327.

10. OHC has a comprehensive Information Systems Policy which includes an Information Systems Disaster Recovery Plan, General System Security Plan, and Data Handling Guidelines. These policies set forth, in specific detail, OHC's response to a data breach, including notification of authorities and those whose personally identifiable information has been accessed without authorization. In the event of a data breach, OHC shall comply with all applicable laws and its policies, procedures and guidelines. OHC shall notify SITE within 72 hours of discovering any data breach affecting student or teacher information and assist with required communications.

11. This Agreement sets forth the entire agreement between the Parties and supersedes all prior representations, negotiations and agreements, whether oral or written. This Agreement may not be modified or amended except by the mutual written agreement of the Parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is sought to be enforced. The Parties represent that the persons signing this Agreement are duly authorized to bind their respective Party.

12. This Agreement shall be interpreted in accordance with the laws of the State of Ohio, except that any law, rule or case precedent that would apply the law of any other jurisdiction shall not apply. All disputes, actions or claims arising from or related to this Agreement shall be brought exclusively in the state or federal courts sitting in Franklin County, Ohio, and the Parties acknowledge and agree that such courts have personal jurisdiction, and are the proper and most convenient venue.

13. OHC is not responsible for interruptions in service or access caused by Internet service providers, or weather, fire, pandemic, orders issued by public authorities, work stoppages or other events outside OHC's control. In the event of prolonged service interruption caused by OHC, SITE shall be entitled to a service credit or contract extension equivalent to the duration of the outage.

14. Notwithstanding any other provision of this Agreement, the obligations of SITE under this Agreement are subject to the availability of funds lawfully appropriated for its performance. In the event that sufficient funds are not appropriated or are otherwise unavailable for the continuation of this Agreement, SITE may terminate this Agreement without penalty by providing written notice to OHC. Such termination shall be effective on the last day for which funds were appropriated or available. SITE agrees to use its best efforts to notify OHC as soon as reasonably practicable of any anticipated funding shortfall.

In witness whereof, the Parties have caused this Agreement to be executed.

The Ohio History Connection

District/School



Becky Sicking
Program Manager, Digital Curricula

Signature (of authorized official)

Title

Date

Date