

Addendum

This Addendum (the "Addendum") is hereby incorporated in and made a part of the terms and conditions (collectively the "Terms") effective July 14th, 2025 between Language Tree Online ("Vendor") and the Gahanna-Jefferson City School District Board of Education (the "District"), individually each a "Party" and collectively the "Parties". In the event there are any conflicting or differing terms between the Terms and this Addendum, this Addendum will govern and take precedence and govern.

WHEREAS, the Parties desire to enter into the Terms for the provision of certain educational services;

WHEREAS, the District is a public school district organized under Title 33 of the Ohio Revised Code;

WHEREAS, the Parties agree that this Addendum is necessary to ensure compliance with legal and policy requirements unique to Ohio public school districts and to address specific terms and conditions not included in the original Terms;

WHEREAS, the Parties desire to supplement and amend the Terms to reflect these additional terms and conditions;

NOW THEREFORE, for good and valuable consideration the Parties agree as follows:

1. **Indemnification.** Any and all indemnification requirements are hereby waived and removed from the Terms as it relates to the District's ability and responsibility to indemnify Vendor. Both Parties shall be responsible for the costs of defending any claim or action against the other party.

2. **Data Privacy.** Vendor acknowledges that it be a "school official" under FERPA and use such data solely for the purposes of providing services under these Terms, implementing appropriate safeguards to protect its confidentiality, security, and integrity. Vendor 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.

3. **Termination.** District may terminate the Terms or any applicable Order Forms at any time for convenience with sixty (60) days' notice. In the event of termination under any provision of the Agreement, District shall not be obligated to pay any fees, except for those fees earned by Vendor up and until the termination date.

4. **Fees & Payment.** District shall pay all undisputed portions of invoiced fees within 30 days of the date of the invoice. If the District disputes a portion of the invoice it shall provide Vendor with

notice of such dispute within 15 days after receipt of invoice, and the parties shall work to resolve any disputes within 30 days. District shall not incur interest due to the non-payment of disputed portions of the invoice.

5. Miscellaneous

- a. **Taxes.** District shall provide a tax-exemption certificate by email to Vendor and all fees owed under the Terms and any applicable purchase orders shall be exclusive of taxes.
- b. **Compliance with Law.** Any District requirements or obligations in the Terms shall be subject to any applicable laws, and any authority/permissions granted to Vendor shall be limited by any prohibitions in applicable law.
- c. **Mutual Agreement.**
 - i. *Renewal.* Any and all renewals shall only occur upon mutual agreement of the Parties and there shall be no automatic renewals without the consent of the District.
 - ii. *Amendment.* Any and all amendments, revisions, or other changes to the Terms shall only be binding upon the mutual agreement of the Parties, and any updates to Vendor's general terms and conditions shall not be applicable to the District, unless expressly agreed to.
 - iii. *Fees.* There shall be no fee increases unless mutually agreed to by the Parties.
- d. **Public Records.** Vendor agrees and understands that District is a public entity that is required to disclose certain information under the Ohio Public Records Act (Ohio Revised Code Section 149.43). As such, District is required to disclose the terms of this Addendum and the Terms. Vendor shall notify District in writing of any information it considers to be proprietary, trade secret, or otherwise exempt from disclosure under public records laws, but acknowledges that final determination of exempt status rests with District.

In the event a public records request seeks Vendor's proprietary or confidential information, District shall make reasonable efforts to notify Vendor prior to disclosure. Vendor agrees to indemnify and hold harmless District against any claims, damages, or legal fees arising from District's disclosure of records in compliance with applicable law.

- e. **Destruction of District Data/ Confidential Information.** Vendor shall not retain any Student Data, Education Records, or other information marked by the District as confidential after the termination of the Terms. For the avoidance of doubt, this includes archival copies.
- f. **Non-Appropriation.** District's obligations under the Terms are contingent upon the availability of appropriated funds. If funds are not appropriated or are otherwise unavailable, District may terminate the Agreement without penalty. District agrees to use its best efforts to seek and obtain appropriations or funding necessary to fulfill its obligations under these Terms, but nothing herein shall be construed as a guarantee of such funding

g. Governing Law & Venue. The Terms and this Addendum shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in either Fairfield County and/or Franklin County, Ohio, and the parties hereby consent to the jurisdiction and venue of such courts.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by the duly authorized representative as of the date listed above.

**Gahanna-Jefferson City School District
Board of Education**

Language Tree Online

By: Karen M. Coats

By: Mary Purcell

Date: 8/7/25

Date: 07.14.25

Name:

Name: Mary Purcell

Title:

Title: Educational Consultant