

Regular Meeting of the Board of Education

Monday, August 4, 2025 6:00 PM

Dr. Joseph N. Siano

Administrative Services Center Room A

131 South Flood Avenue

Norman, OK 73069



Agenda

The Board reserves the right to consider, take up and take action on any agenda item in any order, except as to items I-II. The Board may discuss, make motions, and vote on all matters appearing on the agenda. Such vote may be to adopt, reject, table, reaffirm, rescind, or to take no action on any item. Any person with a disability who needs special accommodations to attend the Board of Education meeting should notify the Clerk of the Board at least 24 hours, if possible, prior to the scheduled time of the Board meeting. The telephone number is 405-366-5825. The Board will consider and act upon the matters on the agenda as follows:

I. Call to Order and Establish a Quorum

II. Pledge of Allegiance and Salute to the Oklahoma Flag

Both will be led by Jayden McCollum, Samuel Mendoza, Mateo Mendoza, Keaton Cruz-Long, and Grayson Cruz-Long from Adams Elementary School

III. Public Communications

This is an open public meeting held in accordance with the Open Meeting Laws of the State of Oklahoma. The purpose of this meeting is to conduct the business of the Norman School District. As elected representatives of the voters and patrons of the District, the members of the Board of Education will be making decisions concerning the operation of the District. The agenda for Regular Meetings includes an opportunity for the public to address any item appearing on the agenda. Members of the public wishing to speak must sign in with the Clerk of the Board prior to the convening of the Board meeting. Statements to the Board by the public are limited to no more than 3 minutes per speaker. The Board reserves the right to limit repetitive comments, comments unrelated to the business of the Board or the total amount of time dedicated to public comment on a single evening. Board members cannot respond to questions or comments during public communications, but the Board President may refer matters of concern to the Superintendent for review and recommendations.

IV. Disposition of Routine Business by Consent Action

Action Item

The following matters may be approved in their entirety by the Board upon motion made, seconded and passed by a majority vote of the Board members. However, upon request of any Board member, any one or more matters will be removed from the consent docket and acted upon separately. Contracts are approved subject to review by the District's legal counsel. Any or all of the public record items included within the consent docket, i.e., minutes to be submitted for approval; purchase orders to be submitted for acceptance; purchase request for approval; financial report; proposed transfer of funds between activity accounts; and fund raising event listing, by appointment, may be examined at the Office of the Clerk of the Board of Education at the Administrative Services Center at 131 South Flood Avenue, Norman, Oklahoma, at any time during regular business hours, which are Monday-Friday 7:45 AM-4:15 PM

A. Purchase Orders (Encumbrances and/or bills to be paid for fiscal year 2025-2026)

Consent Item

B. Overage Report

Consent Item

C. Purchase Requests

Consent Item

1. Total estimated expenditures for the replacement of broken or damaged furniture with funds from the 2019 Bond Issue



**Norman Public Schools
Purchase Request**

Purchase Request 1

Meeting Date: August 4, 2025

- 1. Item: Replacement of Broken or Damaged Furniture for Districtwide Use**
- 2. Wenger Corporation: ESC/OMNIA Contract #R191204.
Krueger International: OU Contract R-16000-16, SPA-0035137, OT8142BZ2 Sourcewell
Copelin Contract: KPN Contract #201606-02
L&M Office Furniture: OU Contract R-16000-16
Workplace Solutions, Inc. dba Scott Rice: OU Contract R-16000-16
Meteor Education: OMNIA/Region 4 R191810, BuyBoard - 503-16, Equalis - R10-1176KL
Lakeshore Learning Materials: BuyBoard #750-24**

3. Purchase Fund: Bond

The standard furniture selection process for Norman Public Schools was a very lengthy and thorough process. NPS Operational Services, along with a consultant from MA+ Architecture, worked diligently to select manufacturers and products to sample throughout the district. These samples were selected based on a number of factors:

1. Classroom style teacher survey
2. Manufacturer's warranty
3. Availability of samples
4. Durability and Aesthetics
5. Responsiveness of representatives
6. Past interactions with manufacturers
7. Best Value

Thirteen teacher representatives across the district were selected to serve as the Furniture Standards Committee and sample furniture items in their classrooms. The representatives consisted of two early childhood education teachers, two elementary school teachers, four middle school teachers, four high school teachers, and one teacher from Dimensions Academy. The teachers represented a wide range of classroom types—including standard math, science, social studies, and English courses, as well as business in education, resource, and early childhood programs—and provided feedback based on their classroom experience.

Three chairs and three desks were sampled, along with a new style of teacher's desk. All participants had the products in their classrooms for a span of time, during which both students and teachers had the opportunity to test and evaluate them. The samples came from three different manufacturers. Upon completing this phase of the selection process, each representative was given a survey to share feedback based on performance, comfort, and durability. The selected standards were chosen by a vast majority of the committee. Adjustments to the selected standards have been made as needed to reflect cost considerations, product availability, and alignment with vendor capabilities. These refinements allow the district to maintain high-quality standards while responsibly managing budget constraints and procurement logistics.

Approximate amount is \$250,000. This figure is an estimate and does not include shipping.

Vendors may include, but are not limited to: Wenger Corporation, Kreuger International, Copelin Contract, L&M Office Furniture, Meteor Education, Lakeshore Learning Materials, and Workplace Solutions, Inc. dba Scott Rice. All purchases will be made under contract pricing.

Therefore, it is recommended that the Board approve the total estimated expenditures for the replacement of broken or damaged furniture with funds from the 2019 Bond Issue (this amount includes, but is not limited to the items above and does NOT include shipping and freight costs) to avoid vendor pricing increases and expedite the ordering process due to long lead times. This is an estimate.

D. **Treasurer's Report**
Consent Item

E. **Investment Report (presented for information only)**
Consent Item

F. **Certified Personnel Report and Recommendations - See Attachment "A" (posted with the agenda)**
Consent Item

ATTACHMENT A				
Norman Public Schools Norman, Oklahoma Certified Personnel Report 8/4/2025				
<u>RECOMMENDATIONS/ TEMPORARY EMPLOYMENT</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
<u>NAME</u>				
BLUDWORTH, CAITLIN	TEMP TO REGULAR	FAMILY AND CONSUMER SCIENCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/6/2025
<u>RECOMMENDATIONS/ TEMPORARY EMPLOYMENT</u>				
<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
ALMONTE, CHRISTIE	REPLACEMENT	MATH TEACHER	IRVING MIDDLE SCHOOL	8/6/2025
BIGBIE, GEANEA	REPLACEMENT	RESOURCE TEACHER	NORMAN HIGH SCHOOL	8/6/2025
BOWEN, STEPHANIE	REPLACEMENT	SCIENCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/6/2025
CATER, TONI	REPLACEMENT	FIRST GRADE TEACHER	ADAMS ELEMENTARY	8/6/2025
CUIMINGS, JULIE	REPLACEMENT	RESOURCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/6/2025
DURHAM, ELAYNA	REPLACEMENT	ELEMENTARY MUSIC TEACHER	TRUMAN PRIMARY	8/6/2025
GLASSCOCK, ROBBY	REPLACEMENT	RESOURCE TEACHER	ALCOTT MIDDLE SCHOOL	8/6/2025
INGRAM, AMBER	REPLACEMENT	RESOURCE TEACHER	JACKSON ELEMENTARY	8/6/2025
JAMESON-BIRDEN, JESSICA	REPLACEMENT	KINDERGARTEN TEACHER	MADISON ELEMENTARY	8/6/2025
LANE, DAISY	REPLACEMENT	SECOND GRADE TEACHER	ADAMS ELEMENTARY	8/6/2025
LEVESCY, KAREN	REPLACEMENT	SPANISH TEACHER	NORMAN HIGH SCHOOL	8/6/2025
LIENEMANN, LOGAN	REPLACEMENT	FIFTH GRADE TEACHER	WASHINGTON ELEMENTARY	8/6/2025
MARTIN, COLE	REPLACEMENT	RESOURCE TEACHER	MADISON ELEMENTARY	8/6/2025
MCCALL, MADISON	REPLACEMENT	SECOND GRADE TEACHER	MCKINLEY ELEMENTARY	8/6/2025
POULTER, VALAURIE	NEW	RESOURCE TEACHER	ADAMS ELEMENTARY	8/6/2025
RAY, DAMIEN	REPLACEMENT	ELEMENTARY PE TEACHER	KENNEDY ELEMENTARY	8/6/2025
ROBB, RENEE	REPLACEMENT	FIFTH GRADE TEACHER	CLEVELAND ELEMENTARY	8/6/2025
SIMPSON, SARA	NEW	GT TEACHER	MADISON ELEMENTARY	8/6/2025
SMALLEY, ALISON	NEW	KINDERGARTEN TEACHER	MCKINLEY ELEMENTARY	8/6/2025
SMITH, DARLA	REPLACEMENT	RESOURCE TEACHER	ADAMS ELEMENTARY	8/6/2025
SMITH, TERRI	REPLACEMENT	THIRD GRADE TEACHER	LAKEVIEW ELEMENTARY	8/6/2025
SWEDBERG, MARISA	REPLACEMENT	KINDERGARTEN TEACHER	EISENHOWER ELEMENTARY	8/6/2025
TATE, ETHAN	REPLACEMENT	RESOURCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/6/2025
TORRALBA, KORTNI	REPLACEMENT	RESOURCE TEACHER	LONGFELLOW MIDDLE SCHOOL	8/6/2025
VAN NESS, ASH MARIE	REPLACEMENT	PRE K MUSIC AND MOVEMENT	FINE ARTS	8/6/2025
WRIGHT, MATTIE	REPLACEMENT	BIOLOGICAL SCIENCES TEACHER	NORMAN HIGH SCHOOL	8/6/2025

<u>RESIGNATIONS:</u>				
<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
CLEVELAND, MARILYNN		COUNSELOR	NORMAN NORTH HIGH SCHOOL	6/6/2025
CLINGAN, ANITA		7TH GRADE MATH TEACHER	IRVING MIDDLE SCHOOL	5/27/2025
COLE, DANIEL		SOCIAL STUDIES TEACHER	NORMAN NORTH HIGH SCHOOL	5/27/2025
MAHAFFEY, AMBER		8TH GRADE MATH TEACHER	IRVING MIDDLE SCHOOL	5/27/2025
Respectfully Submitted,				
Superintendent				

- G. **Support Personnel Report and Recommendations - See Attachment "B" (posted with the agenda)**
Consent Item

ATTACHMENT B				
Norman Public Schools Norman, Oklahoma Support Personnel Report 8/4/2025				
<u>ADJUNCT COACHES</u>				
<u>NAME</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
THOMPSON, AYDEN	REPLACEMENT	REC WORKER ATHLETICS	DISTRICT	7/10/2025
KELLEY, FAITH	REPLACEMENT	ASSISTANT VOLLEYBALL COACH	LONGFELLOW	8/1/2025
GREEN, ADAM	REPLACEMENT	7TH/8TH ASSISTANT VOLLEYBALL COACH	ALCOTT MIDDLE SCHOOL	8/1/2025
SINGLETON, PARKER	REPLACEMENT	REC WORKER ATHLETICS	DISTRICT	8/1/2025
<u>RECOMMENDATIONS/ TEMPORARY EMPLOYMENT</u>	<u>NEW/REPLACEMENT</u>			
<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
ANDREWS, GARY		BUS MONITOR	TRANSPORTATION	8/8/2025
BACH, JESSICA		BUS DRIVER	TRANSPORTATION	8/8/2025
BACH, PIETER		BUS DRIVER	TRANSPORTATION	8/8/2025
BEASLEY, ASHLEA		RESOURCE TEACHER ASSISTANT	JEFFERSON ELEMENTARY	8/6/2025
BEATY, SUZY		LPN	ALCOTT MIDDLES SCHOOL	7/23/2025
BIGBIE, GEANEA "NICOLE"		RESOURCE TEACHER ASSISTANT	ADAMS ELEMENTARY	8/6/2025
BLANCHETTE, TAMI		PRE-K TEACHER ASSISTANT	WASHINGTON ELEMENTARY	8/6/2025
BYRD, BROOKLYN		LICENSED MENTAL HEALTH PROFESSIONAL	CURRICULUM	7/18/2025
CHAPARRO, CAITLYNN		RECEPTIONIST	LONGFELLOW MIDDLE SCHOOL	7/17/2025
COVINGTON, STACY		RESOURCE TEACHER ASSISTANT	MADISON ELEMENTARY	8/6/2025
HERRERA, PAIGE		FINANCIAL ADMIN ASSISTANT	LONGFELLOW MIDDLE SCHOOL	7/17/2025
JAMES, DESTINY		RESOURCE TEACHER ASSISTANT	JEFFERSON ELEMENTARY	8/6/2025
KNOETTGEN, CAMERON		LICENSED MENTAL HEALTH PROFESSIONAL	CURRICULUM	7/18/2025
KRACKE, REGINA		ATTENDANCE SECRETARY	TRUMAN ELEMENTARY	7/24/2025
LAUDAN, ASHLEY		RESOURCE TEACHER ASSISTANT	REAGAN ELEMENTARY	8/6/2025
MCCOIN, KRISTEN		RESOURCE TEACHER ASSISTANT	ALCOTT MIDDLES SCHOOL	8/6/2025
MCLAUGHLIN, BRANDI		BUS MONITOR	TRANSPORTATION	8/8/2025
MARTIN, CHRISTY		CHILD CARE TEACHER	CURRICULUM	8/1/2025
MASSING, ELIANA		CHILD CARE TEACHER	CURRICULUM	8/1/2025
MENDEZ, FELISHA		CHILD CARE TEACHER	CURRICULUM	8/1/2025
MOORE, DIAMOND		BUS MONITOR	TRANSPORTATION	8/8/2025
NAVARRO, ERIN		REGISTAR	ALCOTT MIDDLES SCHOOL	7/23/2025
PERKINS, MADISYN		HEALTH ASSISTANT	NORMAN NORTH HIGH SCHOOL	8/1/2025
REVELLE, GREG		RESOURCE TEACHER ASSISTANT	IRVING MIDDLES SCHOOL	8/6/2025
ROLLINS, DANIEL		BUS DRIVER	TRANSPORTATION	8/8/2025

SIMS, JAHLIA		BUS DRIVER	TRANSPORTATION	8/88/25
SPRAY, ELAINA		RECEPTIONIST	ALCOTT MIDDLES SCHOOL	7/25/2025
STEEL, JAMIE		RESOURCE TEACHER ASSISTANT	MCKINLEY ELEMENTARY	8/6/2025
TROUSDALE, BOBBI		LICENSED MENTAL HEALTH PROFESSIONAL	CURRICULUM	7/18/2025
TURNER, MARK		BUS DRIVER	TRANSPORTATION	8/8/2025
WAKEFIELD, ROBERT		RESOURCE TEACHER ASSISTANT	IRVING MIDDLES SCHOOL	8/6/2025
WARNER, STEFAN		BUS DRIVER	TRANSPORTATION	8/8/2025
WASHINGTON, KELBIE		SPECIAL SERVICES HOURLY	SPECIAL SERVICES	7/1/2025
WEILMUENSTER, ABBY		RESOURCE TEACHER ASSISTANT	LONGFELLOW MIDDLE SCHOOL	8/6/2025
WHITEHURST, SHANNON		ATTENDANCE SECRETARY	ROOSEVELT ELEMENTARY	7/25/2025
<u>RECOMMENDATIONS/ TEMPORARY EMPLOYMENT</u>	<u>NEW/REPLACEMENT</u>	<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
<u>NAME</u>				
HARRIS, KIMBERLY	TEMP TO REGULAR	AUTISM TEACHER ASSISTANT	EISENHOWER ELEMENTARY	8/5/2025
JOHNSON, JULIE	TEMP TO REGULAR	TEACHER ASSISTANT	ADAMS ELEMENTARY	8/5/2025
WARD, MIRIAM	TEMP TO REGULAR	RESOURCE TEACHER ASSISTANT	LONGFELLOW MIDDLE	8/5/2025
<u>RESIGNATIONS:</u>				
<u>NAME</u>		<u>ASSIGNMENT</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
BASS, BRIEN		BUS DRIVER	TRANSPORTATION	5/23/2025
BURLESON, LORI		RESOURCE TEACHER ASSISTANT	NORMAN NORTH HIGH SCHOOL	5/23/2025
EZELL, TAMMY		RESOURCE TEACHER ASSISTANT	NORMAN NORTH HIGH SCHOOL	5/23/2025
MCCLARTY, LESLEY		HEALTH ASSISTANT	ALCOTT MIDDLE SCHOOL	5/27/2025
MORING, TYNER		INDIAN EDUCATION TUTOR	INSTRUCTIONAL SERVICES CENTER	5/23/2025
PAIVA, AMANDA		HEALTH ASSISTANT	LINCOLN ELEMENTARY	5/27/2025
RADER, MICHA		PRE-K TEACHER ASSISTANT	JACKSON ELEMENTARY	5/23/2025
STANCIU, JENNY		PRE-K TEACHER ASSISTANT	WILSON ELEMENTARY	5/23/2025
SULLIVAN, CHRISTINA		PRE-K TEACHER ASSISTANT	MONROE ELEMENTARY	5/23/2025
WILSON, HALEE		RESOURCE TEACHER ASSISTANT	JD MCCARTY CENTER	7/17/2025
WILSON, MADISON		RESOURCE TEACHER ASSISTANT	JD MCCARTY CENTER	7/17/2025
Respectfully Submitted,				
Superintendent				

- H. **Minutes of the Regular Meeting of the Board of Education on July 14, 2025, and the Special Meeting of the Board of Education on July 23, 2025**
Consent Item

- I. **Agreements, Contracts and Renewals for Fiscal Year 2025-2026**

Consent Item

1. **SUPERINTENDENT'S OFFICE (Dr. Nick Migliorino)**

- a. Facility Use Agreement with Moore Norman Technology Center for the Metro Area Superintendents' breakfasts September through May
- b. Facility Use Agreement with Moore Norman Technology Center for the Metro Area Executive Assistants' Breakfasts September through May

2. **OPERATIONAL SERVICES (Justin Milner)**

- a. Addendum to Agreement for Services Between Norman Public Schools and Braintree Educational Services, LLC
- b. Service Agreement with Tec-An, Inc. for Asbestos Removal



Norman Public Schools
425 12th Street NE
Norman, OK 73071

June 6, 2025

Attn: Brad Copelin
Re: Asbestos Removal – Project Unit Costs

As per your request, the following is a breakdown of unit costs to be utilized to develop project costs for asbestos work activities beyond the SSSD (small scale short duration) price quoted on the AHERA agreement form in school year 2025-2026.

These general work procedures will be following:

1. Isolating the work areas with barrier poly and barrier ribbons.
2. Establish a change area/loadout unit for the work areas.
3. Don proper PPE including APR.
4. Utilize unit hand removal techniques.
5. Conduct final clearance sampling.
6. Bag asbestos waste and dispose of at an approved landfill.
7. The facility owner will supply necessary water and electricity and **remove any stored or movable items within the work areas or to access the work areas.**

Non-Friable Asbestos Floor tile/Mastic/with Carpet	\$ 4.75/ SF
Non-Friable Asbestos Floor tile/Mastic	\$ 4.25/ SF
Non-Friable Asbestos Mastic only	\$ 3.25/ SF
Non- Friable Asbestos Mastic covered with Carpet	\$ 4.00/ SF
Non-Friable Asbestos Mastic on Ceiling Tiles	\$ 5.75/ SF
Non- Friable Asbestos Transite Removal	\$ 5.50/ SF
Friable Asbestos TSI (Glovebag Removal up to 4" dia)	\$ 120./Lin. F

Final Air Clearance Sampling/PCM lab Analysis \$ 350. / Project
Non- DOL Inspected Projects

The above stated costs include properly trained/licensed Supervisor, labor, basic equipment, materials, supplies, disposal and insurance. If special lift or unusual height working conditions exist, additional costs would apply.

There is a **Minimum Charge** per project to cover mobilization, labor and equipment usage - **\$ 3,000. (Same as the SSSD Charge)**

NOTE:

Any specific Project cost is limited to **\$50,000.** utilizing these unit costs. Projects **exceeding \$50,000.** will need NPS Board prior approval.

Respectfully,
Donald J. Nist



Approval Signature Date

3. STUDENT SERVICES (Dr. Stephanie Williams)

- a. Renewal of Memorandum of Understanding with the Firehouse Art Center providing for collaboration, art education instruction, and visual art field trip experiences for the district's 5th grade students

4. SPECIAL SERVICES (Gayla Mears)

- a. Agreement for language services between Norman Public Schools and Lango LLC
- b. Agreement for Behavioral Consultation and Evaluation Services between Norman Public Schools and Heather Eisel, PhD, BCBA-D, LBA
- c. Agreement for Education Services between Norman Public Schools and Oklahoma Department for Mental Health and Substance Abuse Services
- d. Screening License Agreement for Screenagers for grant of a limited license for 4 films--all of which are related to cellular phone education associated with the district's policy limiting the use of cell phones, except in limited circumstances, bell to bell
- e. Contract with Everway for Special Education Curriculum Services and Software Subscription
- f. Contract with Teachtown for Special Education Curriculum Services and Software Subscription
- g. Revocation of Central Oklahoma Youth Services Company, LLC (COYSCO) Agreement for Educational Services at Cornerstone Adolescent Group Home and Lighthouse Adolescent Group Home as approved by the Board of Education on June 9, 2025 and board approval of amended contract with Central Oklahoma Youth Services Company, LLC (COYSCO) Agreement for Educational Services at Cornerstone Adolescent Group Home, removing Lighthouse from inclusion (an OJA decision)

TeachTown Terms of Service

Welcome to TeachTown! This page explains the terms by which you may use the online services, and mobile services, web site and software (collectively, the “Service”) made available by Jigsaw Learning, LLC dba TeachTown (“TeachTown,” “we,” “our,” or “us”). By signing an order form that incorporates these Terms of Service by reference, by clicking a button or checking a box marked “I Agree” (or something similar) or by otherwise accessing or using the Service, you signify that you have read, understood and agree to be bound by these Terms of Service (this “Agreement”). In addition, you acknowledge that you have read and understood our **Privacy Notice**. TeachTown reserves the right to modify this Agreement and will provide notice of material changes as described below. This Agreement applies to all visitors, users and others who access the Service (“Users”), including without limitation: (a) educational institutions such as a school districts, school boards and individual schools within a district (“Educational Institutions”); (b) individual teachers, interventionists, specialists, data analysts, district- and school-level administrators, qualified clinicians and other educators (“Educators”); (c) students (“Students”); and (d) Students’ parents or guardians (“Parents”).

1. TeachTown Service

1.1 Description of Service

TeachTown’s Service is focused on Students with moderate to severe disabilities such as autism spectrum disorder (ASD), developmental disabilities, intellectual disabilities and emotional and behavior disorders. The Service uses evidence-based practices derived from the methodologies of **applied behavior analysis**.

1.2 Eligibility

This is a contract between you and TeachTown. You must read and agree to this Agreement before using the TeachTown Service. If you do not agree, do not use the Service. You may use the Service only if you can form a binding contract with TeachTown, and only in compliance with this Agreement and all applicable laws. The Service is not available to any Users previously removed from the Service by TeachTown.

1.3 Terms for Access by Students

Any access to or use of the Service by anyone under eighteen (18) years of age is strictly prohibited and in violation of this Agreement unless you are under the supervision of an Educational Institution, Parent or Educator. If you are under eighteen (18) years of age, your use of the Service may be subject to additional policies and restrictions imposed by your Educational Institution, Parent or Educator with which you must comply.

1.4 Limited License

Teachtown may only unilaterally terminate access to the Service for any of the District's employees, agents, or students if the specific user account violates the Service Rules as set out in section 1.6 below. In all other cases, Teachtown and District administration must mutually agree to termination of access to the Service.

1.5 User Accounts

Your account on the Service (your “User Account”) gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may cancel your User Account at any time. User Accounts are limited to one named person and cannot be shared.

We may maintain different types of User Accounts for different types of Users. If you open a User Account on behalf of an Educational Institution, company, organization or other entity, then: (i) “you” includes you and that entity, and (ii) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf.

By connecting to the Service with a third-party service, you give TeachTown permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User’s User Account. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your User Account. You must notify TeachTown (compliance@TeachTown.com) immediately of any breach of security or unauthorized use of your User Account. TeachTown will not be liable for any losses caused by any unauthorized use of your User Account.

By providing TeachTown your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out by clicking on the “unsubscribe” link provided in such communications. Opting out may prevent you from receiving email messages regarding updates, improvements or offers.

1.6 Service Rules

You agree not to, or to assist, aid or otherwise encourage any third party to, engage in any of the following prohibited activities: (i) copying, distributing or disclosing any part of the Service in any medium, including without limitation by any automated or non-automated “scraping”; (ii) using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Service in a manner that sends more request messages to the TeachTown servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that TeachTown grants the operators of public search engines revocable permission to use spiders to copy materials from TeachTown.com for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (iii) transmitting spam, chain letters or other unsolicited email; (iv) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (v) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (vi) uploading invalid data, viruses, worms or other software agents through the Service; (vii) collecting or harvesting any personally identifiable information, including account names, from the Service; (viii) using the Service for any commercial solicitation purposes; (ix) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (x) interfering with the proper working of the Service; (xi) accessing any content on the Service through any technology or means other than those provided or authorized by the Service; (xii) bypassing the measures we may use to prevent or restrict

access to the Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Service or the content therein; (xiii) accessing the Service for the purpose of building a competitive product or service or copying any of its elements or features; or (xiv) using the Service for purposes of product evaluation, benchmarking or other comparative analysis intended for publication without TeachTown's prior written consent.

Your rights under this Agreement will automatically terminate without notice from TeachTown if you engage in, or otherwise assist, aid or otherwise encourage any third party to engage in, the foregoing.

1.7 Changes to the Service

TeachTown may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to Users generally; or create usage limits for the Service. In the event that TeachTown's provision of service materially changes the services provided to the District, its employees, agents or students, the District may request the such service be reinstated so as to provide comparable service to that provided previously. In the case that such requests are not satisfactorily resolved within 30 days, the District may request termination of TeachTown's services with a prorata refund of any funds paid in advance of provision of services.

1.8 Service Location

The Service is controlled and operated from facilities in the United States. TeachTown makes no representations that the Service is appropriate or available for use in other locations than the United States and Canada. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies or other entities located in the United States or Canada.

2. Our Proprietary Rights

Except for the materials posted or submitted to the Service by you (your "User Content"), the Service and all materials therein or transferred thereby, including, without limitation, any training materials, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and User Content belonging to other Users (the "TeachTown Content"), and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (collectively, "Intellectual Property Rights") related thereto, are the exclusive property of TeachTown and its licensors (including other Users who post User Content to the Service). You acknowledge and agree that, as between you and TeachTown, TeachTown is the sole and exclusive owner of, and you shall and hereby do assign to TeachTown, all right, title and interest (including was) in and to any and all improvements or enhancements to the Service, including improvements based on the use of User Content submitted, provided or made available by you pursuant to this Agreement (for example, Intellectual Property rights in algorithms or models developed through the processing of such data), provided by you retain all rights to User Content. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative

works from any TeachTown Content. Use of the TeachTown Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Service, including without limitation about how to improve the Service or our products ("Ideas"). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place TeachTown under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, TeachTown does not waive any rights to use similar or related ideas previously known to TeachTown, or developed by its employees, or obtained from sources other than you.

3. Payment Terms

3.1 Paid Services.

Certain aspects of the Service may be provided for a fee or other charge. **If you elect to use paid aspects** of the Service, then you agree to our pricing and payment terms in the order form that you submit to us or such other pricing terms, as we may make available and update from time to time. We may add new services for additional fees and charges, add or amend fees and charges for existing services, at any time in our sole discretion.

3.2 Payment Methods.

We accept various payment methods for product purchases through our Service, including without limitation, check, ACH, Mastercard, Visa and American Express. We will bill your payment method when you place an order for a product through the Service. TeachTown reserves the right not to fulfill any product order without authorization validation of your purchase from your payment method.

3.3 Refunds.

In the event that (1) Teach Town suspends or terminates (a) this agreement, (b) the District's access to services or (c) User Account(s) for the District's employees, agents, or students (except as provided in Section 1.4 above) or (2) Teach Town is in breach of the terms of this agreement, to the District shall be entitled to a refund equal to the pro rata portion of fees provided for the service in relation to the time service was not provided within the contract term. Should the District terminate this Agreement without breach of contract by Teachtown, no refund shall be due to the District. In the event of termination, , any content or student data associated with District's use of the Service shall be exported to the District upon request in accordance with Section 4.11 below.

3.4 Payment Information; Late Payments; Taxes.

All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Service must be accurate, complete and current. You agree to pay all charges incurred by users of your credit card, debit card or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Service at the prices in effect when such charges are incurred. All payments shall be made in U.S. Dollars. In the event that any payment is more than thirty (30) days late, TeachTown shall

have the right to suspend your access to the Service until all payments are made current. You shall pay for all costs incurred by TeachTown in connection with the collection of late payments. You will pay any applicable taxes, if any, relating to any such purchases, transactions or other monetary transaction interactions.

3.5 Free Trial.

You may be granted access to the Service for a trial period (“Free Trial”). During the Free Trial, we will not charge you any fees related to the access or use of your membership (“Trial Use”). At the end of the Free Trial, your access and use the Service shall automatically terminate unless you convert to a paid membership. TeachTown reserves the right to determine the length of the Free Trial and to end the Free Trial and revoke your Trial Use at any time, at its sole discretion and without notice to you.

4. Personal Information; Student Data

4.1 Data Definitions.

When TeachTown is used by an Educational Institution or Educator or otherwise for an educational purpose, TeachTown may collect or have access to Student Data. “Student Data” is personal information that is directly related to an identifiable Student that is maintained by an Educational Institution or related entity or organization, or by us on behalf of such entity. Student Data may include “educational records” as defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g).

4.2 Confidentiality.

TeachTown agrees to treat Student Data as confidential and not to share it with third parties other than as described in this Agreement and in our [Privacy Notice](#).

4.3 Student Data Ownership and Control.

TeachTown shall collect and process Student Data as a School Official with a legitimate educational interest pursuant the Family Educational Rights and Privacy Act (“FERPA”), under the direction and control of the Educational Institution. As between TeachTown and an Educational Institution that enters into this Agreement with us, the Educational Institution owns all right, title and interest to all Student Data processed by TeachTown its behalf, and TeachTown does not own, control or license such Student Data, except so as to provide the Service and as described in the Agreement.

4.4 Student Data Access.

We may access and collect Student Data manually, such as when an Educator or other individual authorized to access an Educational Institution’s account enters such Student Data through the Educational Institution’s login and dashboard; or automatically, if the Educational Institution chooses to integrate its Student Information System (“SIS”) with the Service. We also collect, receive and generate Student Data in connection with your authorized use of the Service. If you are an Educational Institution or Educator, you represent and warrant that you have the authority to provide Student Data to TeachTown and authorize TeachTown to collect Student Data for the purpose of providing the Service, and that you have provided appropriate

disclosures to the parents or legal guardian regarding your sharing of such personal information with TeachTown.

4.5 Compliance with Laws

TeachTown and the Educational Institutions, Educators and Parents each agree to uphold their responsibilities under laws governing personal information and Student Data, including, without limitation, the Family Educational Rights and Privacy Act ("FERPA"), the Protection of Pupil Rights Amendment ("PPRA"), and the Children's Online Privacy and Protection Act ("COPPA") and any and all applicable state laws. We rely on Educational Institutions and Educators to obtain and provide appropriate consent and disclosures, if necessary, for TeachTown to collect any Student Data, including the collection of Student Data directly from Students under thirteen (13) years of age, as permitted under COPPA. We recommend that you provide a copy of the [Privacy Notice](#) to Parents.

You are required to comply with this Agreement and all regulations and laws governing the privacy of children and children's personal information in your territory. You represent and warrant that you are in compliance with all applicable data protection laws governing the protection of personal information and the sharing of student education records.

4.6 Use of Student Data.

By submitting or providing us access to Student Data, you agree that TeachTown may use the Student Data solely for the purposes of (i) providing the Service, (ii) maintaining, supporting, evaluating, diagnosing, improving and developing the Service (including without limitation provision and use of such personal information to train, develop and improve its machine learning and other artificial intelligence algorithms and other models), (iii) enforcing our rights under this Agreement, (iv) using aggregated Student Data for research purposes and (v) as permitted with the Educational Institution's, Educator's or Parent's consent. For clarity and without limitation, we may use Student Data for adaptive learning purposes or customized student learning and to provide recommendation engines to recommend content or services relating to school purposes or other educational or employment purposes, provided such recommendation is not determined in whole or in part by payment or other consideration from a third party.

4.7 Restrictions of Disclosure of Student Data.

TeachTown is prohibited from using Student Data to (a) direct targeted online advertising to Students; (b) develop a profile of a Student, Parent or other individual, other than for the purpose of providing educational services or as authorized by an Educational Institution, Educator or Parent; or (c) for any commercial purpose unless authorized by an Educational Institution, Educator or Parent or permitted by applicable law. Notwithstanding the foregoing, you agree that TeachTown may provide customized content, advertising and commercial messaging to Users from time to time, provided that such advertisements shall not be based upon Student Data relating to individually identifiable Students, unless we have received consent from the Educational Institution, Educator or Parent to have Student Data used for such purposes and to the extent such data use is permitted by applicable law.

4.8 Use of De-Identified Information.

You agree that we may collect and, both during and after the term of our agreement, use De-Identified Information for the purposes of development, research and improvement of our Service and other educational sites, services and applications or technologies or as any other member of the public would be able to use De-Identified Information pursuant to FERPA, and

that we may share such De-Identified Information with our vendors or other third-parties for such purposes. “De-identified Information” refers to data from which any direct and indirect identifiers have been removed or obscured in a way that minimizes the risk of disclosure of the identity of the individual. We agree not to attempt to re-identify De-Identified Information, and to contractually prohibit any third party to whom it is disclosed from doing so.

4.9 TeachTown’s Third-Party Service Providers.

You acknowledge and agree that TeachTown may provide access to Student Data to our employees, affiliates and to certain third-party service providers which have a legitimate need to access such information in order to provide their services to us. We and our employees, affiliates, service providers or agents involved in the handling, transmittal, and processing of Student Data will be required to maintain the confidentiality of such data.

4.10 User-Requested Third-Party Access.

TeachTown may provide users the ability to use and access third-party services through the TeachTown Service, and to share data, including Student Data, with third parties through the Service. You consent to allow us to provide access to Student Data to third parties through the Service as directed by an authorized User. You acknowledge that we are not responsible for the data practices of third parties with whom you elect to share Student Data through the Service, and that, as between us, you are solely responsible for the third-party content and the consequences of providing or transmitting Student Data to such third parties, or authorizing those third parties to access Student Data through the Service.

4.11 Student Data Retention and Deletion Requests.

Educational Institutions, Educators or Parents may request that we delete or retrieve Student Data in our possession at any time by providing such a request in writing. We shall comply with such request within thirty (30) days; provided that we are not required to destroy any electronic copy of Student Data that is retained pursuant to TeachTown’s standard electronic backup and archival procedures if (a) personnel other than information technology (“IT”) personnel do not have access to such retained copies and (b) IT personnel have access to such copies only as reasonably necessary for the performance of their IT duties (e.g., for the purposes of system recovery). We also are not required to delete data that has been de-identified such that it can no longer be used to identify an individual. A User seeking to modify, correct or delete personal information about a Student without the requisite admin privileges over the Student Data will be instructed to contact the Educational Institution, Educator or Parent (as applicable) to discuss data deletion or modification. We do not delete or de-identify any Student Data associated with an active Educational Institution contract except at the direction of the Educational Institution. The Educational Institution is responsible for maintaining current student rosters and removing Student Data which the Educational Institution no longer needs for an educational purpose through the Service itself, if applicable, or by submitting a deletion request. We will retain Student Data for a period of two years after termination of the contract to continue to provide the Educational Institution access to its records and aggregate reports, after which the Student Data will be deleted and/or de-identified, unless we receive a deletion request prior to that date.

4.12 Changes to Student Data Processing.

We will use commercially reasonable efforts to provide at least thirty (30) days’ notice of any change that may involve collecting, using, storing or sharing Student Data in a materially different way than was disclosed to you previously, so that you have sufficient time to evaluate

the change in practice. If you do not choose to accept the changes, you may opt-out by deleting your account before the changes take effect. You may request previous versions of this Agreement by contacting us at serviceterms@teachtown.com.

5. Privacy

We care about the privacy of our Users. You understand that by using the Service you acknowledge that TeachTown will collect, use and disclose your personally identifiable information as set forth in our [Privacy Notice](#).

6. Security

TeachTown cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

We have implemented administrative, physical and technical safeguards designed to secure the Student Data in our possession and control from unauthorized access, disclosure and use. If an unauthorized party gains access to or has been disclosed Student Data (a "Security Event"), that we have collected or received through the Service under this Agreement, we will promptly notify the Education Institution. If, due to a Security Event which is caused by the acts or omissions of TeachTown or its agents, a notification to an individual, organization or government agency is required under applicable privacy laws, the Education Institution shall be responsible for the timing, content, and method of any such legally-required notice and compliance with such laws and TeachTown shall indemnify the Education Institution for reasonable costs related to legally-required notifications. With respect to any Security Event which is not caused by the acts or omissions of TeachTown or its agents, TeachTown shall reasonably cooperate with Education Institution's investigation of the Security Event, upon request at Education Institution's reasonable expense, but TeachTown shall not indemnify an Education Institution for costs associated with the Security Event.

7. Third-Party Links and Information

The Service may contain links to third-party materials that are not owned or controlled by TeachTown. TeachTown does not endorse or assume any responsibility for any such third-party sites, information, materials, products or services. If you access a third-party website or service from the Service or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and TeachTown's [Privacy Notice](#) do not apply to your use of such sites. You expressly relieve TeachTown from any and all liability arising from your use of any third-party website, service or content, including without limitation User Content submitted by other Users. Additionally, your dealings with or participation in promotions of advertisers found on the Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that TeachTown shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

8. Indemnity

To the extent permitted by law You agree to defend, indemnify and hold harmless TeachTown and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or

content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your User Account including without limitation misleading, false or inaccurate information; (vi) your willful misconduct; or (vii) any other party's access and use of the Service with your unique username, password or other appropriate security code.

9. No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TEACHTOWN OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, TEACHTOWN, ITS SUBSIDIARIES, ITS AFFILIATES AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OBTAINED THROUGH THE USE OF THE SERVICE IS OBTAINED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM USE OF THE SERVICE. FURTHER, TEACHTOWN DOES NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND TEACHTOWN WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TEACHTOWN, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL TEACHTOWN BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER

UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TEACHTOWN ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL TEACHTOWN, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO TEACHTOWN IN THE TWELVE (12) MONTHS PRECEDING THE EVENT WHICH FIRST GAVE RISE TO LIABILITY OR \$100.00, WHICHEVER IS GREATER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF TEACHTOWN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. Governing Law

You agree that: (i) the Service shall be deemed solely based in Oklahoma; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Oklahoma. This Agreement shall be governed by the internal substantive laws of Oklahoma, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. This Agreement shall be governed by the internal substantive laws of Oklahoma, without respect to its conflict of laws principles.

12. Additional Terms for Mobile Applications

12.1 Mobile Applications.

We may make available software to access the Service via a mobile device ("Mobile Applications"). To use any Mobile Applications, you must have a mobile device that is compatible with the Mobile Applications. TeachTown does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for

these services. You agree that you are solely responsible for any such charges. TeachTown hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications for one User Account on one mobile device owned or leased solely by you, for your personal use. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Applications; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications or features that enforce limitations on use of the Mobile Applications; or (v) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that TeachTown may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and TeachTown or its third-party partners or suppliers retain all right, title and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in this Agreement, is void. TeachTown reserves all rights not expressly granted under this Agreement. If the Mobile Applications are being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of the Service and any accompanying documentation by the U.S. Government will be governed solely by this Agreement and is prohibited except to the extent expressly permitted by this Agreement. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and the Service.

12.2 Mobile Applications from Apple App Store.

The following applies to any Mobile Applications you acquire from the Apple App Store (“Apple-Sourced Software”): You acknowledge and agree that this Agreement is solely between you and TeachTown, not Apple, Inc. (“Apple”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to TeachTown as provider of the software. You acknowledge that Apple is not responsible for addressing any

claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to TeachTown as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, TeachTown, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by this Agreement. You and TeachTown acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

13. General

13.1 Assignment.

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by TeachTown without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

13.2 Notification Procedures and Changes to the Agreement.

TeachTown may provide notifications, whether such notifications are required by law or are for marketing or other business-related purposes, to you via email notice, written or hard copy notice or through posting of such notice on our website, as determined by TeachTown in our sole discretion. TeachTown reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. TeachTown is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. TeachTown may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page periodically. When we change the Agreement in a material manner, we will update the "last updated" date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Service after any such change constitutes your acceptance of the new Agreement. If you do not agree to any of this Agreement or any future Agreement, do not use or access (or continue to access) the Service. TeachTown will adhere to this downloaded, signed agreement for the term of the agreement with the customer.

13.3 No Waiver.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and TeachTown's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

13.4 Electronic Communications.

By downloading, accessing or using the Service, you consent to receiving electronic communications and notices from TeachTown. You agree that any notice, agreement, disclosure or other communications that we sent to you electronically will satisfy any applicable legal

communication requirements, including, without limitation, that such communications be in writing.

13.5 Contact.

TeachTown is located at 2 Constitution Way, Woburn, MA 01801. Please contact us at serviceterms@teachtown.com with any questions regarding this Agreement. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

13.6 Entire Agreement/Severability.

This Agreement, together with any amendments and any additional agreements you may enter into with TeachTown in connection with the Service, shall constitute the entire agreement between you and TeachTown concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

Jigsaw Learning LLC, dba TeachTown

Ashley Wall
Chief Financial Officer

Date

District:

Signature: _____

Date

Name: _____

Title: _____

Please send fully completed contract to contracts@teachtown.com

Company Address 2 Constitution Way
Woburn, Massachusetts 01801
United States

Created Date 7/30/2025

Bill To Name Norman
Bill To 131 S Flood Ave
Norman, Oklahoma 73069-5463
United States

Order Number 00026546

Billing Frequency Upfront

Contract Start Date 7/24/2025

Net Terms 30

Contract End Date 7/23/2026

Customer PO ☐
Required

Term in Months 12

Product	Type	Contract Start Date	Contract End Date	Annual Sales Price	Quantity	Discount (Percentage)	Extended Price
1 Hour Virtual Classroom Coaching	Services	7/24/2025	7/23/2026	USD 300.00	3.00		USD 900.00
enCORE K-12 Student Sub Std Pkg	Software	7/24/2025	7/23/2026	USD 375.00	50.00	10.00%	USD 16,875.00
enCORE Tier 5 Asynchronous Account Renewal Training Package	Services	7/24/2025	7/23/2026	USD 1,500.00	1.00	100.00%	USD 0.00

Software Subtotal USD 16,875.00

Physical Goods Subtotal USD 0.00

Services Subtotal USD 900.00

Shipping Total USD 0.00

Sales Tax Total USD 0.00

Grand Total USD 17,775.00

For questions on this order, contact:

TeachTown Representative Kellsie Kehoe

Prepared By Michael Richard
Email mrichard@jigsawlearning.com

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are backordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

By signing this Order Form you are agreeing to our Terms of Service:
<https://web.teachtown.com/terms-of-service/>

How to place an Order:

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on Behalf of the Org

Quote Acceptance Information

Signature _____
Name _____
Title _____
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By signing this quote or by submitting a purchase order in accordance with this quote, you hereby consent to a contractual agreement terminating on the above listed subscription expiration date. You are obligated to adhere to the payment conditions listed within this quote through the entirety of the contractual term

**Amendment
Agreement for Educational Services
Between
Norman Public Schools
and
Central Oklahoma Youth Services Company, LLC**

This agreement is entered into as of the 1st of July 2025 by and between **Independent School District No. 29 of Cleveland County, Oklahoma, a/k/a Norman Public Schools (District)** and **Central Oklahoma Youth Services Company, LLC (COYSCO)** for educational services at the **Cornerstone Adolescent Group Home. (Center)**

WITNESSETH:

WHEREAS the District is required by state and federal regulations to provide educational services to all qualified students; and,

WHEREAS COYSCO is responsible for the operation and maintenance of the Center which houses students who are entitled to a public education in accordance with state and federal law; and,

WHEREAS the District and COYSCO are authorized to enter into agreements for the provision of these services.

NOW THEREFORE, District and COYSCO mutually agree as follows:

1. **Services.** District agrees to provide educational services at the Center for all qualified students placed pursuant to the provisions of 70 O.S. § 1-113. Qualified students are defined as being between the ages of five and eighteen years of age and placed in the Center by court order, law enforcement officers, or Department of Human Services. Provided, however, the District agrees to provide educational services for the qualified students under IDEA between the ages of three and twenty-one years of age.

The District shall, according to the District calendar, provide educational services during the school year as defined by law. The District's obligations shall cease at the end of the school term or as otherwise required by law.

2. **Staff (Teachers Provided).** The District shall provide certified teachers assigned to the Center. The Center may participate in the selection process of the teachers prior to final placement which requires District school board approval. District shall also provide part-time administrative support for the educational program and maintenance of educational records.
3. **Funding for Educational Services.** Teacher salaries, unemployment insurance, workers compensation, sick leave, holidays, insurance, retirement, substitutes, and all other teacher benefits as provided to other District teachers, shall be provided by the District.
4. **Teacher Evaluation.** Each teacher will be evaluated by a District administrator. The Center director will provide the District administrator with documented information regarding each teacher's compliance with Center regulations as well as observations concerning teacher conduct

and behavior during the period assigned to the Center.

5. **Materials.** The District will provide current textbooks and teacher's guides. The Center will supply non-instructional materials, including pencils, erasers, paper, etc. The Center shall also be responsible for providing and maintaining all classroom equipment, student and teacher's desks, chairs, chalkboards, smartboards, etc., including access to a copier, facsimile machine, computer, printer, and internet. The District shall assume the responsibility for the development and supervision of curriculum taught at the Center.
6. **Discipline.** Center will ensure Center staff will actively redirect students and apply consequences consistent with appropriate classroom behavior. District agrees if its employees have concerns with staff consequences, they will address these issues with the facility's Director. Center will ensure appropriate Center staff member(s) are present in the classroom at all times to assist with the safety of the educational staff and students. Center will provide management for outside of classroom suspension, time out and detention.
7. **Records.** Teachers will be responsible for recording students' enrollment, days on roll, absences, and withdrawals according to policy of the District and state and federal law. This information will be provided to the Center personnel upon request. The Center agrees to provide locked and secured storage of student records. The Center students shall earn credit for classes in which they are enrolled in the same manner as other students within the District. Students' transcripts will be maintained by the appropriate school site.
8. **Responsibilities for Special Education Students.** The eligible student's school district of residence shall be notified immediately by the District, upon finding that the initially eligible student requires special education and/or related services, as to the time, date, and location of meetings for the purpose of planning a student's IEP and subsequent reviews in accordance with the IDEA. The Center may have a representative present at the IEP conference to advise the IEP team of any concerns or information the Center has to offer regarding the eligible student's educational needs and eligibility for related services. The Center and the District shall coordinate with the eligible student's district of residence regarding evaluation services, as necessary, and for the development of the IEP.
9. **Related Services.** The cost for related services, therapies, treatments, or support services for eligible students shall be the responsibility of the Center unless otherwise agreed by the parties or as otherwise specified in an IEP and agreed to with all required representatives participating in the development of the IEP. Valid obligations to provide or pay for services, such as Medicaid or other services, shall remain in effect for children who are eligible for the services from sources other than the District.
10. **Rules and Regulations.** Both the Center and the District agree to comply with the requirements of P.L. 101-476, the Civil Rights Act of 1964, the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1992 as amended, including but not limited to giving equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, disability, genetic information, or gender identification.
11. **Confidentiality.** District personnel are required to maintain the same level of confidentiality concerning information regarding juveniles as are required of Center personnel. District

personnel may maintain such data or records on said students as required by federal, state, or District guidelines, however, any release of information shall be governed by applicable state and federal laws, including the Family Educational Rights and Privacy Act (FERPA).

12. **Indemnity.** Each party will be legally responsible for the actions of its own agents or employees consistent with the Oklahoma Governmental Tort Claims Act.
13. **Insurance Provision.** Prior to the commencement of educational services, Center agrees to furnish the District a certificate of public liability insurance naming the District as co-insured in the minimum amounts of \$25,000.00 to any claimant for any number of claims for damages or destruction of property, including consequential damages arising out of a single accident or occurrence; \$300,000.00 to any claimant for all other claims arising out of a single occurrence. This certificate shall require at least ten (10) days' notice to District before cancellation of the coverage for any reason. Center agrees to maintain the liability coverage in force during the entire term of this agreement.
14. **Term of Contract.** This contract shall be for a term of one (1) year commencing on the 1st of July 2025 and ending on the 30th of June, 2026, provided the contract may be renewed annually, upon the same terms and conditions, by mutual consent and ratification of the parties. In the event either party elects not to renew, thirty (30) day written notice shall be given prior to the ending of the term. In the event the District does not receive appropriated funds for the continuance of this agreement for any fiscal year after 2025-2026, the agreement shall be terminated.

IN WITNESS THEREOF, District and Center have executed this agreement on the day and year written above.

**INDEPENDENT SCHOOL DISTRICT
NO. 29 OF CLEVELAND COUNTY,
OKLAHOMA (DISTRICT)**

**CENTRAL OKLAHOMA YOUTH
SERVICES COMPANY, LLC
(CENTER)**

Board of Education President

Member



ATTEST:

Board of Education Clerk

5. BUSINESS SERVICES (Tyler Jones)

- a. Renewal of Master Services Agreement with Thirdline, Inc. for analytical services including, but not limited to, the assessment of risk, detection of fraud, identification of human error, general monitoring of financial operations for resource planning, and workflow assistance
- b. Renewal of Lease Agreement with U.S. Bank Equipment Finance for district copiers

6. EDUCATIONAL SERVICES (Holly McKinney)

- a. Agreement between NPS and The Center for Children and Families, Inc. (Boys and Girls Club of Norman) for after school activities at a designated school site
- b. Agreement, for district high schools with Swift Education Systems for independent and/or collaborative language learning utilizing a computer network

7. TECHNOLOGY SERVICES (Christy Fisher)

- a. Wade Electric Contract Renewal for Electrical Services for District Wide Use ITB 2022004
- b. Wade Electric Contract Renewal for Network Cabling for District Wide Use ITB 2022004

8. STUDENT SERVICES (Dr. Kristi Gray)

- a. Education Services Agreement with the Virtual Prep Academy of Oklahoma for the delivery of virtual education with optional in-person labs through NPS's Oklahoma Aviation Academy

9. ATHLETICS (T.D. O'Hara)

- a. Affiliation Agreement Between the University of Central Oklahoma and Norman Public Schools for their grad students to engage with district students as athletic trainers
- b. Agreement for Crowd Management Services with Contemporary Services Corporation

10. COUNSELING & STUDENT ADVOCACY (Kitrena Hime)

- a. Big Brothers and Big Sisters of Cleveland County Memorandum of Understanding

11. EDUCATIONAL SERVICES (Ann Rosales)

- a. Agreement between Norman Public Schools and MyLilyPadApp for a childcare management and communications system. For 2025-2026 this is a no-fee agreement, although other changes may be incurred.

V. Additional Agenda Items

A. Strategic Plan Update

Information Item

Presented by Courtney Scott

B. Proposed Policy for the Commitment to the Education, Safety, and Privacy of District Students

Information Item

Presented by Stephanie Williams and Haley Drusen

VI. New Business: New business refers to any matter not known about or which could not have been reasonably foreseen prior to the time of posting of the agenda. Okla. Stat. tit. 25 § 311(A)(10).

VII. Administrative Staff Reports

VIII. Board of Education Reports

IX. Adjournment

Name and Title of Person Posting this Notice and Agenda:
Natalie Eckert, Deputy Board Clerk, Board of Education

Signature

CERTIFICATE OF POSTING

I, the undersigned, the duly qualified and acting Clerk of the Board of Education of Independent School District No. 29 of Cleveland County, Oklahoma, hereby certify that I posted a true and correct copy of the foregoing Public Notice and Agenda at the Dr. Joseph N. Siano Administrative Services Center Room A, 131 South Flood Avenue, in the City of Norman, on the _____ day of _____, 2025, at _____ o'clock _____.M.

Natalie Eckert, Deputy Board Clerk, Board of Education

(Seal)