

FINALSITE ORDER

This Finalsite Order (the “**Order**”) is entered into by and between Active Internet Technologies, dba Finalsite (“**Finalsite**”) and Campbell County Public Schools - TN (“**Customer**”) and sets forth the terms of Customer’s use of the products and services set forth below (“**Pricing Summary**”). This Order, together with the Master Terms and Conditions for Services (the “**Master Terms**”) located at <http://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The “**Effective Date**” of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

Customer is a party to a services agreement with SchoolPointe (the “**SP Agreement**”) for the provision of certain software solutions and services (“**Services**”). Effective June, 2021, SchoolPointe became part of Finalsite, a premier provider of web-based software solutions for the education community. At that time, Finalsite became a successor-in-interest to SchoolPointe and the owner of the SchoolPointe software solutions and service offerings.

As described in this Order, Finalsite provides a robust suite of service offerings, including those with similar functionality to the Services utilized by Customer under the SP Agreement. As of the Effective Date of this Order, Finalsite has commenced streamlining its service offerings for the benefit of its combined customer base. Finalsite plans to migrate SchoolPointe customers to the Finalsite solutions, including “Composer” CMS service offering, in accordance with Finalsite’s migration plan for SchoolPointe customers.

As of the Effective Date, this Order, together with the Finalsite Master Terms (collectively, the “**Finalsite Agreement**”) replaces and supersedes the SP Agreement, which is of no further force and effect. Customer will continue to have access to the Services utilized under the SP Agreement in accordance with the terms of the Finalsite Agreement until the migration to the Finalsite solutions is complete.

A mutually acceptable date for migration will be finalized between Customer and Finalsite, no later than December 31, 2022.

This Order does not supersede any current invoices issued under the SP Agreement. All fees and expenses incurred by Customer under the SP Agreement are due and payable as of the Effective Date of this Order and all outstanding invoices reflecting such amounts remain in full force and effect.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Pricing Summary

Creative and Deployment Services Package
SchoolPointe Composer Upgrade The Statement of Work (“SOW”) for this Creative Services Package can be reviewed here https://www.finalsite.com/sow-schoolpointe-conversion

Composer CMS Platform
Core Communications Platform - SchoolPointe Conversion View a detailed description of what’s included in your software package here https://www.finalsite.com/spe

Products Included in Core Communications	
Admin Users / Editors - 3 per school	HTTPS Implementation
Admins with ticketing rights - 1 per school (pooled)	Integrated Site Search - Basic
Calendar Manager	Knowledge Base
Cloud Storage (25GB) Bandwidth (25GB transferred/month)	Mobile-Friendly, Responsive Design
Drag-and-Drop Page Elements	News/Blogs via Finalsite Posts (# of Boards) - 4 per school
Faculty/Staff Directory (public facing)	Page-Based Notifications (Page Pops)
FERPA-compliant Hosting Security & CDN	Published Pages (Unlimited)
Forms Manager - 5 per school (pooled)	Resources (Media, Galleries, Document Library)
Finalsite Composer Content Management System	Self-Paced LMS and Live Webinar Training
Granular Permissions	Support Plan - SchoolPointe

Additional Products or Services Purchased:

Modules	
iOS/Android App	
SchoolPointe	
SendIt	

Special Provisions:

Campbell County Schools using TIPS-USA

Please reference the TIPS contract number on the order form:
 TIPS contract number#**220701**

2022-2023 Fees for Finalsite's services will be waived for 2022-2023 as long as the SchoolPointe invoice was paid for this physical school year
 SchoolPointe CMS to be sunset by August 30, 2023

Services: Initial Term and Fees:

The initial term of this Order is for the (3) year period beginning from the Effective Date, unless otherwise outlined in the schedule below (the "Initial Term").

Fees for the Initial Term for the Services specified in the table above are set forth below:

Total Setup Cost (USD)
\$ 0

Schedule	Amount
Period 1 - Mar 29 2023	\$ 0
Period 2 - Jul 01 2023	\$ 25,375
Period 3 - Jul 01 2024	\$ 25,375

B. Payment Terms

1. All fees for the initial year of this Order shall be due as follows: (i) Set Up fees shall be invoiced on the Effective Date of this Order and shall be due and payable upon receipt of invoice; (ii) fees for Year 1 (described in the fee table above) shall be invoiced on the Effective Date of this Order or the first day of Year 1, whichever is later, and shall be due and payable upon receipt of invoice; (iii) fees for each subsequent Year of the Initial Term, and for each Renewal Term, shall be invoiced on the commencement of such Year or Renewal Term (as applicable) and shall be due and payable upon receipt of invoice. Fees for any other Services, and for reimbursable expenses, shall be invoiced in accordance with the Master Terms or this Order and shall be due and payable upon receipt of invoice.
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (1) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Client provides AIT, or AIT provides Client, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Unless otherwise specified, all dollars (\$) are United States currency.
4. Sales/VAT Tax: If applicable, a copy of Customer's Sales/VAT Tax Direct Pay Certificate or its Sales/VAT Tax Exemption Certificate must be returned with this Order Form. Otherwise, Finalsite will invoice Customer for applicable sales, use and other transactional taxes due in connection with the Services or the fees due therefor.
5. Except as otherwise specified in this Order, fees are subject to increase in accordance with the applicable provisions of the Master Terms.

By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client Campbell County Public Schools - TN
Signature
Name (printed)
Title (printed)
Date

Active Internet Technologies ("AIT")
Signature
Name (printed)
Title (printed)
Date

As the Customer Contact, by initialing in this box, I agree on behalf of Customer that I have read the Statement of Work ('SOW') and understand the expected deliverables for Finalsite as well as for Customer's project team. I understand that the project timeline is a good faith estimate which is dependent on, among other factors, Customer's ability to meet respective Customer tasks and deadlines.

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 172 Valley St
City, State Zip Jacksboro, TN 37757
Phone
Email

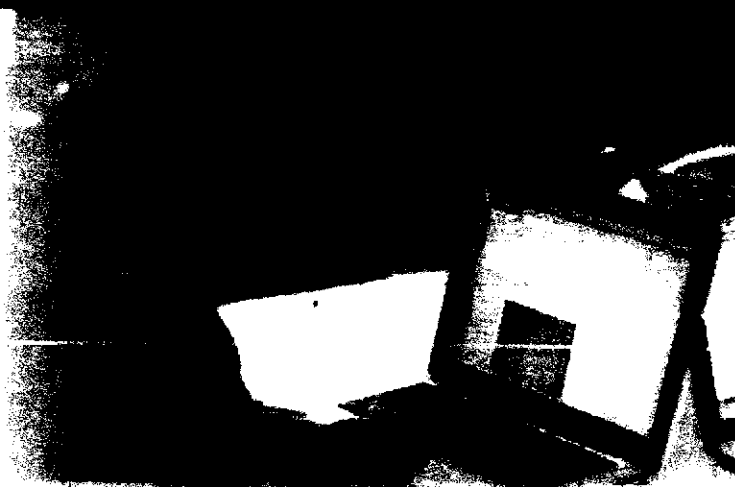
Project Contact
Title
Phone
Email

*Executive Sponsor (Head of School, Superintendent, Business Manager/CFO, etc.)
Title
Email

* The Executive Sponsor should be separate from the client contact and is typically the Head of School, Business Manager/CFO, etc.

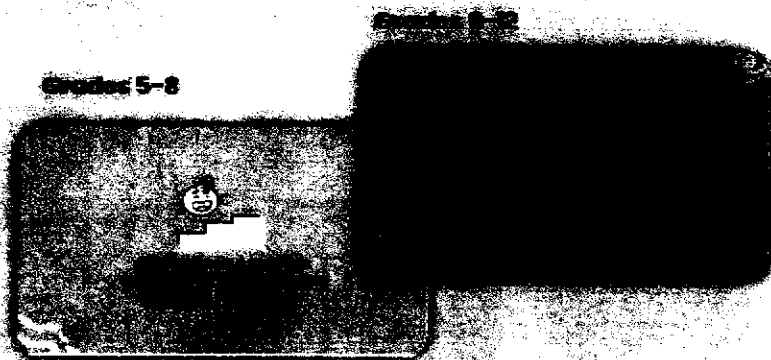
Learning, Safety, and Trauma-Informed Care

SEL learning, safety, and trauma-informed care, through our research-based online curriculum.



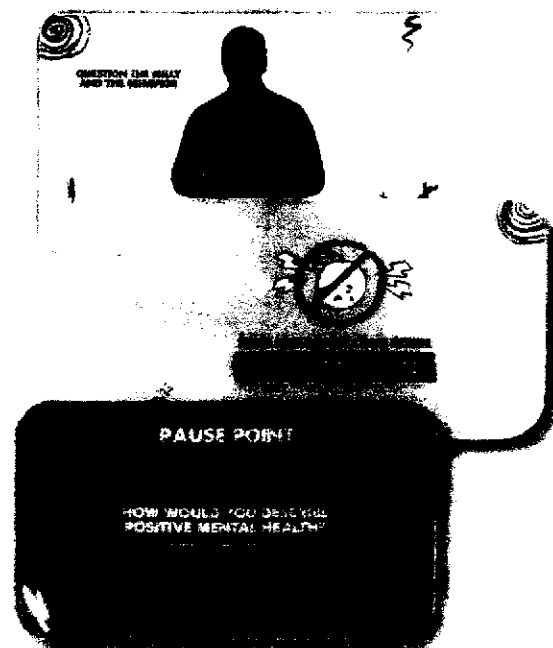
SEL Curriculum using age-appropriate content

- Designed for Grades 5-8 and 9-12
- Aligns with CASEL standards and recommended safety and wellness curriculum
- Track all courses taken by student, school, and district
- Foster personal growth, resilience, and protection of self/others



Available for grades 5-12, Social and Emotional Curriculum includes topics such as :

- Managing anger
- Bullying and cyberbullying
- Connected and inclusive cultures
- Stress and anxiety management
- Self-control and emotion management
- Teaching empathy and compassion
- Resilience and coping skills
- Health relationships and communication
- Mental health and wellness 101
- Sexual abuse, grooming and molestation
- Suicide prevention



Subscriber	Campbell County Schools
Vertical	K12
Proposed By	Matthew Toth

Shipping Information:

Posters will be shipped to this address.

Address	
City	
State	
Zip Code	

District Information:

Student Count Range	
Total # of Students	3100
# of Elementary Schools	
# of High Schools	

Lead Admin

Name	
Title	
Email	
Mobile Phone	

Superintendent Information

Name	
Phone	
Email	

Lead Admin has access across the entire account, and serves as the STOPit Champion responsible for setting up your STOPit account and assigning other Administrators.

Contract Start Date	
Contract End Date	6/30/2024
Payment Terms	Net 30

Products

Product	Description	Quantity	Price
STOPit Services	SEL Training & Wellness Center	3100	USD \$4,999.99

Notes		Total	USD \$4,999.99
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The parties agree to be bound by the terms of the STOPit Subscriber Agreement available at: https://stopitsolutions.com/STOPit_Subscriber_Agreement.pdf

Agreed and Accepted

Subscriber

Subscriber

Subscriber

Inspirit Group, LLC dba STOPit Solutions

By	Campbell County Schools
Name	Jennifer Fields
Title	Director of Schools
Date	
Signature	

By	Campbell County Schools
Name	Jeff Marlow
Title	Finance Director
Date	
Signature	

By	Campbell County Schools
Name	Sharon Ridenour
Title	BOE Chairwoman
Date	
Signature	

By	STOPit Solutions
Name	Parkhill Mays
Title	CEO
Date	
Signature	



Capturing Kids' Hearts



DISTRICT BY DESIGN ► SERVICE AGREEMENT

CAPTURE Hearts. IMPACT Culture. SEE Change.

Created by:

Jenna Walling
Capturing Kids' Hearts

Prepared for:

Pamela Walden
Campbell County Public Schools

Date: 04 / 24 / 2023



Campbell County Public Schools ("Client" or "you")
172 Valley Street
Jacksboro, Tennessee 37757

Thank you for selecting The Flippen Group, LLC, dba Capturing Kids' Hearts ("CKH" or "we") to serve your organization. Our goal is to provide you with products and services that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to confirm this Master Services Agreement ("**Agreement**"). We look forward to serving you.

Section 1: Our Commitment

The Agreement itself is between CKH and you, the above-identified Client, although most of the benefits of this Agreement are available to many of your representatives/participants as well. Once accepted by you, this Agreement governs our relationship with regard to all of the "**Products and Services**" as defined in this Agreement, or that may later be mutually agreed upon between the parties with reference to this Agreement; many if not all of which involve training events to be conducted by CKH's representatives ("**Consultants**" or "**Strategists**"). In addition, this Agreement together with the Terms of Use associated with our "**Websites**" governs our relationship over the numerous resources and products that are and will be made available to you during the "**Term**" of this Agreement (collectively, "**Resources**"). Once your acceptance of this Agreement is confirmed, the pricing applicable to you for all such Products and Services and for your access to many of the Resources ("**Access**") become enforceable.

DISTRICT BY DESIGN



Section 2: Products and Services

Leadership Solutions	Proposed Timeline	Quantity	Solutions Price	Travel	Solutions Subtotal
<p>Capturing Kids' Hearts® District By Design Onboarding Call</p> <p>Onboarding call for the District By Design program. This call will provide an overview of the program, its goals, and the role of the district. It will also address any questions or concerns that the district may have.</p>	TBA	1	\$0.00	\$0.00	\$0.00
<p>Capturing Kids' Hearts® 1 Training</p> <p>Training for the first cohort of the Capturing Kids' Hearts program. This training will cover the program's goals, objectives, and the role of the district. It will also provide an overview of the program's implementation process.</p>	July 31-August 1, 2023 (LaFollette MS)	2	\$21,000.00	\$3,800.00	\$45,800.00
<p>Capturing Kids' Hearts® Process Champions Implementation Visit*</p> <p>Implementation visit for the first cohort of the Capturing Kids' Hearts program. This visit will provide an overview of the program's implementation process and address any questions or concerns that the district may have.</p>	August 2-3, 2023 (LaFollette ES & Jellico ES)	1	\$15,000.00	\$1,900.00	\$16,900.00

DISTRICT BY DESIGN



Campus Traction Visit This program provides a comprehensive overview of the district's operations, including a tour of the campus, a meeting with the principal, and a presentation on the district's vision and goals.	Spring 2024	1	\$3,000.00	\$1,250.00	\$4,250.00
CKH Campus Premium This program provides a comprehensive overview of the district's operations, including a tour of the campus, a meeting with the principal, and a presentation on the district's vision and goals.	2023-2024 School Year	3	\$5,000.00	\$0.00	\$15,000.00

Grand Total \$81,950.00



ADDITIONAL CHARGES (where applicable):

TRAVEL EXPENSES:

Travel expenses for each training event or other service provided by CKH under this Agreement will be included in the total amounts itemized under this Agreement. Unless otherwise agreed in advance, such travel expenses inside the Continental United States will be billed at the rate of \$1,250.00 for one-day events, \$1,900.00 for two-day events, and \$2,250.00 for three-day events (per Consultant). Each additional consecutive day for durations in excess of three days will be billed at \$350.00 per day (per Consultant).

FACILITY EXPENSES:

Client (at a minimum) will be responsible for securing facilities/meeting space with adequate square footage, comfortable seating, and light refreshments for all attendees for any training event. Facilities and all related costs will be at Client's expense.

ADDITIONAL PARTICIPANT FEES (to the extent applicable):

- A \$400.00 fee will be charged for each person over 50 not to exceed 60 total per Capturing Kids' Hearts® 1 Training.
- A \$400.00 fee will be charged for each person over 30 not to exceed 35 total per Capturing Kids' Hearts® Process Champions Implementation Visit.

Section 3: Investment

AGREEMENT:

By entering this Agreement, you agree to engage CKH as your provider for our Resources and all the Products and Services as outlined in the accompanying Products and Services section or that may later be mutually agreed between the parties with reference to this Agreement, each of which is incorporated into this Agreement in its entirety by this reference.

Until accepted by you this Agreement and its rates and other pricing terms are non-binding and will expire in 15 calendar days following 04 / 24 / 2023. To accept and receive the benefits of this Agreement, your signature and acceptance can only be confirmed by CKH upon our receipt of the signed return of this Agreement on or before, **May 9, 2023**.

PAYMENT TERMS:

The fees for each of the Products and Services and for your Access to Resources shall be determined based on the applicable Products and Services section as well as the other terms of this Agreement. In the case of Products and Services involving scheduled events, the fees (including travel, if applicable) will be billed when the corresponding Products and Services are provided or rendered.

Subscription(s) services shall commence upon the signing of this agreement or July 1, 2023 for the 2023-2024 school year (whichever occurs later) through June 30, 2024. Client has the option of extending the subscription service(s) for additional one (1) year periods at current rates by providing 30 days' written notice to CKH prior to the end of the then current one (1) year term. Should subscription costs increase by more than 20% over this agreement, the Client will be given 60 days' notice of the rate increase.

Purchase Orders for each scheduled item that is part of the Products and Services section, must be submitted to CKH at least 45 days prior to the scheduled event.

Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

SURCHARGES & TAXES:

For Products or Services sold or accessed or Services performed in jurisdictions where taxes, including sales tax, apply to the corresponding transactions under this Agreement, Client shall be responsible for payment of such taxes or for reimbursement of the payment of such taxes when they are paid by or for CKH.



Section 4: Policies

SCHEDULING:

CKH will need someone designated in Client organization to work with on scheduling and event planning needs.

CKH will contact you upon confirmed signing of this Agreement to begin setting up dates for Products and Services to be rendered on the applicable Products and Services section.

Confirmation of all scheduled dates of service will be made via email and is subject to cancellation terms as listed in this Agreement.

CKH may need to communicate with the Client's members/Participant(s) via e-mail to communicate pertinent details about events or products they are attending/experiencing. These e-mail addresses are not shared with any third-party organizations and are only used for the events they are attending. These email addresses are NOT used for soliciting purposes.

FACILITIES/EVENT SET-UP:

You and CKH will mutually agree upon the location of any event as part of the Products and Services section, which should be resolved at least 30 days prior to a scheduled service. CKH will provide event-specific details for any scheduled service (including square footage requirements, AV needs, schedule, and other logistics to be coordinated). Should any of those details need to be altered, prior approval by CKH would be needed.

RECORDING/MEDIA:

Video and/or audio taping of events is strictly prohibited without prior written approval by CKH.

Media representatives are not allowed to attend events without prior written approval by CKH.

DEPOSITS and CANCELLATIONS:

- No deposit is required.
- CKH requires a cancellation notice of 90 days prior to any scheduled date of service. A cancellation notice received inside the 90-day window will result in the full contractual fee being assessed as of the date of cancellation. To the extent not offset by duplicate expenses incurred by CKH, the fee charged for such cancellation may be credited to the event once that event is rescheduled, although any amounts paid for Products or Services that are unused by your organization within the 12 months following the date of signature of this Agreement will be forfeited.
- Travel expenses that CKH has incurred and that must be cancelled because of the Client rescheduling or cancelling a product(s) or service(s) without at least two weeks' advance notice may result in extra charges to the Client.
- In the event an assigned CKH Consultant/Strategist is subject to illness, travel delay, or unavoidable emergencies, the event can be rescheduled/restructured/reassigned.
- Force Majeure: Except with regard to payment obligations, neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement where such failure or delay is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disasters), pandemics, epidemics, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service, and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion so that other prudent precautions could be contemplated.

RESOURCES:



During the course of providing the Products and Services, participants will be provided with various Resources, some of which shall be distributed by hand or by email to participants during or in preparation or follow-up to particular events, and others of which shall be accessed through websites operated by CKH (“Websites”). For the purpose of accessing some or all of the Resources used during our provision of the Products and Services, you will be required to create an account through one or more of the Websites. In the process, you will be required to accept the Terms of Use for the Websites, which will govern your rights and obligations with respect to the content accessed through those Websites, to the extent such Terms of Use are consistent with this Agreement.

Section 5: Intellectual Property

COPYRIGHTS & TECHNOLOGY RIGHTS

CKH’s intellectual property is a crucial part of providing training materials and consulting services to its clients, and CKH could not continue its work if its clients did not honor and respect CKH’s intellectual property rights. All copyrights and other forms of intellectual property protection pertaining to the Resources, including without limitation all content and functionality on or of the Websites, as well as all text, graphics, images, logos, icons, audio, video, tables, algorithms, analytics, reports, and dynamic content associated with the Resources, whether prearranged or created or modified during the course of providing the Products and Services, as well as the selection, arrangement and “look and feel” of all the foregoing, (excluding personal data belonging to you or your authorized users) are the exclusive property of CKH or its licensors. **None of our work or work product is done on a “work for hire” basis, and all our material and work product is owned exclusively by CKH and is subject to one or more of the following: copyright, trademark, patent, license, or trade secret.** Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of CKH. By entering into this Agreement, you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of CKH. All textual, dramatic, audio, and/or visual Resources are protected by U.S. and international copyright laws. All rights not expressly granted are reserved.

TRADEMARKS:

The trademarks, service marks, designs, and logos displayed on or in conjunction with the Products, Services, Resources or Websites (collectively, the “Trademarks”) are the registered and unregistered trademarks of CKH and its licensors. You agree that you will obtain advance written consent from CKH before referring to or attributing any information to CKH or its licensors in any public medium (e.g., signage, press releases, websites, etc.) for advertising or promotion purposes, or for the purpose of informing or influencing any third party, understanding that such consent may be denied for any or no reason. You also agree that you will not use or reproduce any Trademark of, or imply any endorsement by or relationship with, CKH or its licensors.

USE OF RESOURCES:

Capturing Kids’ Hearts grants individual participants of training a limited, non-exclusive, revocable, and non-transferable license for the Term of this Agreement to view, access, download, display, and otherwise use specific Capturing Kids’ Hearts Resources for their personal and classroom use only. Resources are made available to participants based upon their completed training and provided during training or through site content of Websites.

Access to Resources for participants is based upon both their completion of specific training(s) with Capturing Kids’ Hearts and the contractual relationship between Capturing Kids’ Hearts and the Client, the organization of which the participant is a current member. The relationship with a Client is documented in the products listed in the Products and Services Section and determines the varying levels of access to Resources based upon the training, products or subscriptions purchased. If the participant is no longer part of the Client’s organization, the participant will no longer have access to the resources.

APPLICABLE RESTRICTIONS & REQUIREMENTS:

Any unauthorized use of Resources is prohibited and may violate copyright, trademark, patent, and other applicable laws or regulations and could result in criminal or civil penalties. All Resources are made available for use by you only to the extent



that such use complies with all Applicable Restrictions & Requirements. For these purposes, “**Applicable Restrictions & Requirements**” means any and all of the following: (i) the provisions of this Agreement; (ii) the Terms of Use associated with the Websites; (iii) any other CKH agreements or Products and Services that may be applicable to you; (iv) any written instructions or restrictions provided to you by CKH; and (v) any instructions or restrictions printed on or otherwise accompanying any copies of the Resources that are provided to you, or that appear on Websites that are associated with such Resources. To be clear, except to the extent expressly permitted in writing as part of the Applicable Restrictions & Requirements, your rights do not include rights to do any of the following (collectively, “**Prohibited Actions**”), all of which you are prohibited from doing without CKH’s express prior written consent: (i) reproduce, modify, translate, aggregate, distribute, sell, commercially exploit, transmit, post, make derivatives of, or publicly disclose any of the Resources, or any portion thereof, in any way not expressly permitted in writing by CKH; (ii) remove, redact, or omit any and all copyright and other proprietary notices displayed on the Resources or on any permitted copies thereof; (iii) use of any data mining, robots or similar data gathering or extraction methods in connection with the Resources or the Websites; (iv) download (other than page caching) of any portion of the Resources or the Websites except to the extent expressly authorized during provision of the Products and Services; (v) reverse engineer or access the Resources or the Websites in order to develop or use any competitive website, content, app, product or service; (vi) use any of the Websites, Products or Resources other than for their intended purposes; (vii) resell any Resources or other Products delivered or otherwise acquired by you during the course of the Services or otherwise through the Websites; (viii) store, transport or use any Products or Resources in an unsafe or reckless manner or in any manner prohibited by law or regulation; or (ix) use any of the Resources in any manner not permitted by law or regulation. CKH may also impose additional reasonable limits on the scope of your access to and use of the Resources, including limits on time or number of materials accessed or machines used to access such Resources, in part to prevent unauthorized third-party access to or use of such Resources.

CONFIDENTIALITY:

This Agreement and its various terms (including the pricing, combination of services and solutions, and other terms of all associated Products and Services section) as well as metrics, observations and personal information about Client’s participants that may be contained or reflected in Deliverables (collectively, “**Confidential Information**”) shall be treated as confidential by Client and shall not be disclosed to any third parties throughout the Term of this Agreement and for five (5) years thereafter. However, notwithstanding the foregoing, Client may disclose such Confidential Information in compliance with judicial or other governmental orders or open records requests, provided that (i) Client shall give CKH at least ten business days advance written notice before so disclosing in response to such orders or requests, and (ii) Client shall reasonably cooperate with CKH to accommodate any requests from CKH to secure protective orders or to limit the scope of responses to the extent legally permissible.

Section 6: Disclaimers

Client accepts and must accept all of the Resources, Access, Products and Services, including any work products, results or deliverables produced thereby (collectively, “**Deliverables**”), “AS IS” and with all faults and errors. CKH HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, THAT MIGHT RELATE TO THE RESOURCES, ACCESS, SERVICES OR ANY DELIVERABLES, EXCEPT FOR ANY SPECIFIC WARRANTIES THAT MAY BE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT, IF ANY. The entire risk as to the functionality, operation, and results is with the Client, and neither CKH nor any of its Consultants or other representatives assumes any risk or obligation in connection therewith. CKH hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by Client after use of the Products, Resources, Access, Services, or any Deliverables. CKH shall in no way be responsible or liable for CLIENT’S use of (1) the Resources, Access, Products, Services, or Deliverables, (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. CKH does not guarantee or warrant any particular result or success as a result of the use of the Resources, Access, Products, Services, or Deliverables. Instead, the Resources, Access, Products, Services, and Deliverables should be considered tools to assist the Client, but they should not be treated as a singular solution.



In no event shall CKH or any of its Consultants or other representatives be liable for or responsible for any indirect, incidental, or consequential damages or injuries related to Client's or its representative's use of: (1) the Resources, Access, Products, Services or Deliverables; (2) the information and data provided by third parties in order to use the Resources, Access, Products, Services or Deliverables; or (3) the information or results obtained through the Resources, Access, Products, Services or Deliverables. The maximum possible liability of CKH shall not exceed the lesser of (a) the amount that the Client paid for the Resources, Access, Products, Services, or Deliverables that directly relate to the claim giving rise to such liability or (b) the full retail cost of those same Resources, Access, Products, Services or Deliverables.

No information shared by CKH verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

Section 7: Entirety & Interpretation

Once accepted, this Agreement together with the Terms of Use associated with our Websites represents the entire agreement, and supersedes any and all previous understandings, between you and CKH as pertains to our Products and Services and your Access to Resources. To be valid and enforceable, any amendment or modification to this Agreement, which may be in the form of a subsequent Products and Services Amendment that expressly invokes this Agreement, must be in a writing and signed by the respective authorized representatives to be bound thereby. This Agreement shall be construed, interpreted, and enforced exclusively under the laws and venue applicable in College Station, Brazos County, Texas. Section and paragraph headings have been included in this Agreement in hopes of facilitating ease of reference, but such headings shall not affect the interpretation of this Agreement. In the event of any inconsistency that cannot be reasonably resolved between this Agreement and an applicable Products and Services, the Products and Services section shall control for purposes of resolving the inconsistency, and a more recent Products and Services section shall control over inconsistent terms in Products and Services section(s). To the extent of any inconsistency that cannot be reasonably resolved between this Agreement and the Terms of Use associated with our Websites, this Agreement shall control throughout the Term, while the Terms of Use will control after the Term. You also agree that this Agreement will not be construed against CKH by virtue of having drafted it.

Section 8: Acceptance & Term

To indicate your acceptance of this Agreement without changes, the Client should have its authorized representative sign where indicated below and return the signed Agreement to Capturing Kids' Hearts via email to jenna.walling@capturingkidshearts.org. Once returned, the date of your authorized representative's signature shall be treated as the effective start date of this Agreement. The enforceable term of this Agreement ("**Term**") shall extend until all services on the Products and Services section are from the Effective Date, unless sooner terminated, except that the Term shall be automatically extended through the last day of your Subscription Access, including any and all Renewal Terms for such Access.

Either party to this Agreement may terminate this Agreement at any point during the Term by providing ninety days' written notice to the other in the event that such other party materially breaches any provision of this Agreement, unless that other party cures such breach during those ninety days. All unpaid payment obligations and all rights and obligations under Intellectual Property of this Agreement shall survive any termination of this Agreement.

Section 9: Confirmation

On behalf of the Client, the undersigned individual hereby confirms that they have read and understand all the terms and conditions of this Agreement, and, as the contact person and authorized representative of the Client for all purposes of this

DISTRICT BY DESIGN



Agreement, will endeavor to see that all policies and related details are understood and completed by all Client involved parties in the planning of the Products and Services. The undersigned individual applies their signature to this Agreement on behalf of their respective party for the purposes of entering into a legally binding contractual relationship between CKH and Client.

If you have any questions or need additional assistance, please do not hesitate to contact us.

Campbell County Public Schools

Signature:

Printed Name:

Client's Authorized Representative

Title: **Federal Programs Director**

Date:

Signature:

Printed Name:

Client's Authorized Representative

Title: **Director of Schools**

Date:

Signature:

Printed Name:

Client's Authorized Representative

Title: **Chairman of the Board**

Date:

Signature:

Printed Name:

Client's Authorized Representative

Title: **Director of Finance**

Date:



Signature:

Printed Name:

Client's Authorized Representative

Title: **School Board Attorney**

Date:

Contact Information:

Capturing Kids' Hearts

Attn: Jenna Walling

jenna.walling@capturingkidshearts.org

1199 Haywood Drive

College Station, TX 77845

Phone: 800-316-4311

Fax: 877-941-4700



Return by June 15 to:
Director of Content
Andrew Johnson Tower, 11th floor
710 James Robertson Parkway Nashville, TN 37243-0379

**Certification of Adoption by
Local Board of Education**

The _____ Board of Education approved the City, County,
or Special School District adoption of the textbooks as indicated on the attached Local Adoption Report Abstract
during the meeting of the board on _____.

Month, Day, Year

If the LEA has chosen to adopt any materials not on contract, then we do hereby certify the following:

- The LEA's unique needs require adopting materials not on the state's official list.
- The materials adopted by this LEA were screened by a review committee, appointed in accordance with T.C.A. § 49-6-2207 and were determined to be aligned to the standards by evaluating the materials using the screening instrument approved by the Textbook and Instructional Materials Quality Commission.
- The adoption abstract, this certification of adoption, and the local panels' reviews will be posted to the LEA's website within 30 days of local board approval.
- All materials adopted by this LEA that are not on contract have been approved by waiver (if any waivers were granted, you must attach them to this form).
- The LEA agrees to furnish any materials requested by TDOE for review.

Date

Chairman, Board of Education

Date

Director of Schools

Report of Local Adoption of Textbooks*
This form remains in the office of the Local Director of Schools for the 6 year Adoption Period

For the School Year 2023-2024

Report for schools of Campbell County, City, or Special District.

Subject: math

Recommendation of Local Textbook Selecting Committee

We, the duly appointed members of the Local Textbook Selecting Committee for the Subject of math, recommend that the Campbell City or City) Board of Education adopt, from the State Approved List, the following textbooks to be used in the public schools of Campbell County or

City), as approved by the law and contract:

State Approved	Waiver Approved	Technology Dependent	Grade	Author	Title	Company
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	K-8	Emily Lucette, M.Ed. Mark Ellis, Ph.D. Grace Helmer, M.S.T. Dawn Kennedy, Ph.D. Eric Rindoy, Ed.D. Christine Tramm, Ph.D. Rosemary Stone, Ph.D. Al Wood, Ph.D.	Ready Classroom TN Math Curriculum Associates	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alg 1		enVision mathematics - TN	SAVVAS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alg 2		enVision mathematics - TN	SAVVAS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Geometry		enVision Mathematics - TN	SAVVAS
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

We hereby certify that we have returned to the office of the superintendent all the samples of textbooks submitted to us. Signatures of members of the Local Selecting Committee for this subject:

1 Matt A 2 Mary Conkwell 3 Walter J. Payne
4 Carl A. ... 5 Jane Brock

Oath to Be Administered to Members of the Local Textbook Committee

"I do hereby declare that I am not now directly or indirectly financially interested in, or employed by, any textbook publisher or agency, and that I will not become directly or indirectly financially interested in any of the proposed contracts, nor in any book, nor in any publishing concern handling or offering any books or other publications to the Committee, of which I am a member, for listing and adoption, and I do hereby promise that I will act honestly, faithfully, and conscientiously, and in all respects will discharge my duty as a member of the Committee to the best of my skill and ability."

1 Matt A 2 Mary Conkwell 3 Walter J. Payne
4 Carl A. ... 5 Jane Brock

*Complete one (1) form for each local adoption committee.