

SHINE ASSIST AGREEMENT

This Agreement ("Agreement") is entered into by and between Jefferson County Board of Education ("Board") with its principal place of business set forth below and Shine Early Learning, Inc. ("Shine"), a Delaware corporation, with its principal place of business at 63 West 125th Street, New York, NY 10027 and sets forth certain terms and conditions pursuant to which Shine shall render services to Board and Board shall participate in the Shine Assist Network.

WHEREAS Board's existing Head Start program ("Existing Program") wishes to participate in the Shine Assist Network ("Shine Assist") for high-performing Head Start programs interested in taking their practice to the next level; and

NOW THEREFORE in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

I. SHINE ASSIST SERVICES:

A. Shine shall provide the following services:

1. Shine Assist Services for Board's Existing Program:

- a. Seven (7) monthly webinars led by Shine's content experts for management team members of Board, in the areas of PDM, ECE, and FCP.
- b. Monthly recorded webinars for Board's front line staff (e.g., teachers and family advocates) that reinforce key topics in the areas of PDM, ECE, and FCP, as appropriate.
- c. Three (3) "ShineStat" ongoing monitoring, planning, and self-assessment sessions led in conjunction with Board Leadership team
- d. Monthly implementation conference calls with a cohort of practitioners from other SHINE ACCESS subscribers.
- e. Complimentary registration for the Head Start Director and key content leaders at Board at Shine's Annual Summer Leadership Academy to connect with Shine's leaders and deepen Board's understanding of the tools and practices that form the core of Shine's approach.
- f. Telephonic mock-interviews conducted by Shine content experts with Board's ECE, FCP, Governance groups, and Executive/Head Start Director.
- g. Bi-annual onsite training visits to Board's headquarters by Shine content experts.
- h. Monthly monitoring report generated by Shine from data system (ChildPlus, COPA, Promis, or Shine Insight).
- i. Quarterly monitoring report generated by Shine using Board's

child assessment system (i.e. TSGold, WSS).

- B. Commencing upon execution of a separate License and Terms of Use agreement and continuing throughout the Term, Board shall receive a complimentary subscription to Shine Access (formerly "SARGE"), Shine's comprehensive online library of service area plans, policies, tools and templates.

II. TERM AND RENEWAL

- A. The Commencement Date of this agreement shall be December 16, 2014.
- B. Initially, Shine shall provide Shine Assist Services to Board's Existing Program beginning on the Commencement Date and continuing through December 15, 2015 (Initial Term).
- C. The term of the Shine Assist Services for Board's Existing Program shall automatically renew for four (4) successive one-year terms (Renewal Terms), unless terminated by Board or Shine by giving written notice to the other party no later than thirty (30) days prior to the expiration of the then-current term.

III. FEES

In consideration of the services and materials provided by Shine hereunder, Board shall pay to Shine the following fees:

Shine Assist Services Fee for Board's Existing Program: \$ 80,000 for the Initial Term, of which \$40,000 will be payable on March 16, 2015 upon submission of an invoice to the Board specifying the actual work performed; and, \$40,000 payable on completion of all services for the Initial Term upon submission of an invoice to the Board specifying the actual work performed.

The Shine Assist Services Fee shall increase cumulatively each year by the Cost Of Living Allowance (COLA) increase granted to Head Start programs in the twelve months preceding the renewal, if any.

IV. MISCELLANEOUS

1. DISCLAIMER OF WARRANTY

Shine warrants that it owns the intellectual property rights in the content of its materials and services that are necessary for Shine to deliver the Shine Assist Services and materials. Except as otherwise provided herein, the materials and services are provided to Board on an "as is, as available" basis, and Board's use thereof is entirely at Board's own risk. Except as specifically set forth in this agreement, Shine makes no representations or warranties of any kind or nature whatsoever, either express or implied, as to the content, materials, products and services provided herein, and expressly disclaims to the fullest extent allowed by law all warranties, whether express or implied. Some jurisdictions do not allow the exclusion of certain warranties. Accordingly,

some of the above exclusions may not apply to Board. Board acknowledges and agrees that the material is made available for informational and educational purposes only and is not a substitute for legal advice or Board's professional judgment. As requirements and regulations differ throughout the United States, Board should seek legal and other professional advice to determine which ones apply to the jurisdiction(s) in which Board conducts business and the manner in which they apply. Board's reliance upon material obtained by Board on or through the services is solely at Board's own risk.

2. LIMITATION OF LIABILITY AND RELEASE

Except for damages caused by the willful misconduct or gross negligence of Shine, its agents, employees, or subcontractors or by a violation of Shine's warranty of intellectual property ownership, neither Shine, its licensors, suppliers, Boards, affiliates or third-party service providers shall be liable to Board or any third party for any direct, indirect, incidental, special, exemplary, punitive or consequential damages, or any other form of damages in any manner arising out of or in connection with this agreement or Board's use of the services, regardless of the form of action or the basis of the claim or whether or not Shine has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and exclusions may not apply to Board.

Except for claims arising from the willful misconduct or gross negligence of Shine, its agents, employees, or subcontractors or by an alleged violation of Shine's warranty of intellectual property ownership, in the event Board has any dispute with one or more third parties as a result of Board's use of the material or the services, or are in any way damaged as a result of any third party in connection therewith, Board hereby releases and covenants not to sue or otherwise make a claim, demand or file any legal action or institute any legal or regulatory proceedings against Shine, its affiliates, officers, directors, employees, agents, representatives and suppliers, for any claims, actions, demands or damages (whether direct, indirect, special, incidental or consequential), of whatever kind or nature, known or unknown, suspected or unsuspected, whether foreseeable or not, disclosed or undisclosed.

3. INDEMNIFICATION

To the maximum extent permitted by applicable law, Board agrees it shall be liable to pay damages for breach of contract to Shine in the event Shine incurs any losses, expenses, costs or damages (including Shine's reasonable attorneys' fees, experts' fees and other reasonable costs of litigation) arising from, incurred as a result of any claim or action based upon the Board's breach of the terms and conditions of this Agreement, provided that such loss, expense, cost or damage is (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, and (2) not caused by the willful misconduct or gross negligence of Shine, its agents, employees, or subcontractors or by a violation of Shine's warranty of intellectual property ownership. Shine may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect Shine's rights or obligations shall be made without Shine's prior written approval. Shine reserves the right, at its own expense and on notice to Board, to assume exclusive defense and control of any such claim or action and then Board's corresponding indemnification obligation will end.

Shine agrees to (a) defend the Board against any claim by a third party that the Shine materials, products or services infringe a patent, or any copyright or trade secret, of such

third party and (b) indemnify and hold the Board harmless for losses, expenses, costs or damages (including Board's reasonable attorneys' fees, experts' fees and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to any claim by a third party that Shine's materials, products or services infringe a patent, or any copyright or trade secret, of such third party or action based upon such claim.

4 CONFIDENTIALITY

A. Shine agrees to maintain all Board Confidential Information in a manner consistent with the following:

1. Shine shall use commercially reasonable efforts to maintain all Board Confidential Information in strict confidence and cause its employees, agents, contractors and vendors to do the same. Such efforts shall include affording Board Confidential Information at least the same degree of care that the Shine uses to preserve the confidentiality of its own information of similar character, but in any event, at least a reasonable degree of care.
2. Shine shall not, without obtaining the prior written consent of Board, use or disclose, permit the use or disclosure of Board Confidential Information for any purpose other than for performance of its duties and obligations under this Agreement, or for furthering the purposes and intent of this Agreement.
3. Shine shall restrict disclosure of Board Confidential Information to its employees, and to agents, contractors, vendors and their employees that have a commercially bona fide need to know such Board Confidential Information in furtherance of the purposes of this Agreement.

B. For purposes of this Agreement, "Board Confidential Information" shall mean:

1. all personally identifiable participant and staff information obtained by or furnished to Shine by Board and all reports and studies containing such information, prepared or assembled by Shine;
2. all information and materials of Board that are of a nature such that a reasonable and skilled professional would identify such information as being confidential, proprietary or trade secret in nature;
3. all information designated as confidential by Board by a written or electronic notice to Shine in advance of or contemporaneous with the disclosure of such information to Shine; and
4. all data and information related to this agreement that is obtained, learned, developed and entered electronically by Board and/or contained on the Shine server, main frame computer or any other Shine electronic or web-based storage device regarding and/or in connection with public assistance recipients or their relatives or in connection with other recipients of services, including data contained in official Board files or records and all information obtained by Shine during the term of this agreement that is required to be kept confidential pursuant to any applicable Federal, State or local laws, rules and regulations.

5. USE OF DATA

If Shine processes any Board electronic data ("Board Data") on Board's behalf, the Parties record their intention that Board shall be the Board data controller and Shine shall be a data processor and in any such case:

1. the Board Data may be transferred or stored outside the state where Board is located in order to carry out Shine's obligations under this Agreement;
2. Board shall ensure that it is entitled to transfer the Board Data to Shine so that Shine may lawfully use, process and transfer the Board Data in accordance with this Agreement on Board's behalf;
3. Board shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and
4. Board and Shine shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the Board Data or its accidental loss, destruction or damage.

6. SURVIVAL

The provisions of Section IV.1-6 shall survive termination or expiration of this Agreement.

7. AMENDMENT; MODIFICATION; SUPERCEDES

No amendment or modification of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and signed by each party. This Agreement supersedes and replaces any previous version of this agreement or any prior agreement between the parties concerning the subject matter hereof.

8. ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by either party without the prior written consent of the other party, and any such assignment that is not consented to shall be null and void.

9. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, taken together, shall be deemed to constitute one and the same agreement.

10. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement invalid or

unenforceable, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of Board and Shine has caused its duly authorized representative to sign this Agreement in the space provided below.

Program Name: Jefferson County Board of Education

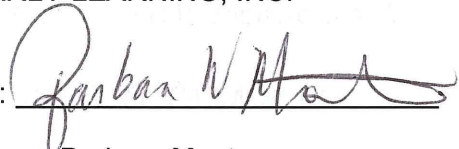
Signature: _____

Name [printed] _____

Title: _____

Address: _____

SHINE EARLY LEARNING, INC.

By: 

Name: Barbara Montero

Title: Vice President, Shine Assist