



## Bullitt County Public Schools

1040 Highway 44 East  
Shepherdsville, Kentucky 40165

502-869-8000  
Fax 502-543-3608  
www.bullittschools.org

**TO:** Mr. Keith Davis, Superintendent

**FROM:** Mrs. Rachelle Bramlage-Schomburg, Director of Secondary Education *R38*

**RE:** Memorandum of Agreement between Summit Learning Program Participation and Bullitt Lick and Zoneton Middle School

**DATE:** Tuesday, April 10, 2018

Attached is the MOA between Summit Learning and Bullitt County Public Schools for Zoneton and Bullitt Lick Middle School. Zoneton Middle School would like to expand from offering Summit only to 6th graders to their whole school. Bullitt Lick Middle School applied and has been accepted to implement the Summit Learning Platform by August 1, 2018. If approved by the Board of Education, Bullitt Lick Middle School will join Zoneton Middle School as one of the many schools in the state of Kentucky now offering this opportunity.

The Summit Learning Platform is a dashboard used to set student goals and track his/her progress towards those goals. The design of the dashboard is to support a student's academic and college readiness through personalized learning. Summit Learning is a comprehensive teaching and learning approach that combines more than a century of science and research on learning with Summit's 15 years of experience graduating all students college-ready. Summit Learning will help each school meet the needs of all students. The Program has dedicated time set aside to enable weekly mentoring 1:1 for every student, focus on project-based learning, and empower students to set goals and deeply understand content.

Per the MOA, Summit Learning will provide professional development and school coaching through program mentors, who are education leaders with experience in teaching and mentoring for personalized directed learning. Summit assigned Susan Menkel as the mentor to work directly with both Zoneton and Bullitt Lick Middle School. Summit will also provide workshops, webinars, and other online or in-person learning opportunities, at Summit's discretion.

In order to better equip Bullitt Lick and Zoneton Middle School, all new ELA, Math, Social Studies, and Science teachers implementing Summit Learning Platform will be attending a regional training July 16, 2018 through July 20, 2018 in Lexington, KY. The team of teachers with support from Summit Learning will prepare a vision for implementation, laying the groundwork for teacher summer training, and developing a system for an effective launch in August 2018.

Request to approve the MOA between Summit Learning Program Participation and Bullitt Lick and Zoneton Middle School.

Equal Education and Employment Institution

*OKed and*  
*4.11.18*

## SUMMIT LEARNING PROGRAM AGREEMENT

This **SUMMIT LEARNING PROGRAM AGREEMENT** (the “Program Agreement”), is effective [Dated Date] (“Effective Date”), and is by and between **SUMMIT PUBLIC SCHOOLS**, a California nonprofit public benefit corporation (“Summit”), having an office at 780 Broadway Street, Redwood City, California, and **[PARTNER SCHOOL]** (the “Partner School”) on behalf of itself and the schools listed on Schedule I hereto (each of Summit and the Partner School, a “Party” and together the “Parties”), and governs Summit’s provision of the Summit Learning Program (the “Program”) and the Summit Learning Platform (the “Platform”), and any other products and services that the Program may provide now or in the future (collectively, the “Service” or the “Services”) to the Partner School. Participation in the Program includes, among other things, the Base Curriculum (defined herein), professional development and training, ongoing support and mentorship, and access to the Services.

### 1. BACKGROUND

- 1.1 **Our Mission.** The mission of Summit Public Schools is to prepare a diverse student population for success in college, career and life, and to be thoughtful, contributing members of society. Inspired by the vision to equip every student to lead a fulfilled life, Summit developed its approach to teaching and learning - Summit Learning - over the course of 15 years. Today, Summit shares its work to have broader impact by helping schools bring Summit Learning to their classrooms for free, through the Summit Learning Program.
- 1.2 **Our History.** Established in 2003, today, Summit has 11 schools in California and Washington. Since 2015, Summit has supported an additional 330 schools across the nation through the Summit Learning Program, helping them bring Summit Learning to their classrooms, for free. Developed by teachers for teachers, the Summit Learning Program gives schools the tools, resources and professional development to implement and tailor Summit Learning for their communities.
- 1.3 **Our Organization.** Summit is a charter public school system, which a group of parents, teachers, and administrators founded in 2000. Summit was established as a California nonprofit public benefit corporation organized and operated for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.
- 1.4 **Selection & Agreement to Participate.** Summit has selected the Partner School to participate in the Program and invites the Partner School to take advantage of the grant of the Program. By signing this Program Agreement, an authorized representative of the Partner School agrees to the terms of this Program Agreement, and the Summit Learning Platform Terms of Service (the “Terms of Service”) and the Data Privacy Addendum (the “Data Privacy Addendum”), which are incorporated herein.
  - This Program Agreement establishes a collaboration between Summit and the Partner School and sets forth the legal terms governing the Program and the Services.
  - The Terms of Service, attached as Exhibit A hereto, set forth the requirements that the Partner School and its teachers, employees, officials, agents, and the parents and legal guardians of its currently enrolled students (collectively, “Licensed Users”) agree to follow in order to use the Services.
  - The Data Privacy Addendum attached as Exhibit B hereto governs Student Data (as defined therein) transmitted to Summit from the Partner School pursuant to this Program Agreement and the Terms of Service.

- 1.5 Collaboration.** By signing this Program Agreement, Summit and the Partner School agree to work together in good faith to implement personalized learning supported by the Program and the Services. In connection with the Partner School’s participation in the Program, Summit expects the Partner School to communicate regularly about needs, opportunities, and progress, as well as goals, priorities, and timelines for the ongoing evolution of the Program and the Services.
- 1.6 Cost.** There is no cost to the Partner School, and Summit will not charge the Partner School or its Users (defined herein) to use the Program or the Services.
- 1.7 Summit Learning.** Summit Learning (“Summit Learning”) combines Summit’s values, what science reveals about how students learn best, and cutting-edge research into a school experience that can be tailored to every community’s needs. As part of the Program, participating schools receive the grant of Summit Learning described in Section 2 below.

## **2. GRANT OF THE PROGRAM AND THE SERVICES**

- 2.1 Curriculum and Assessments.** Summit will provide access to the Base Curriculum (the “Base Curriculum”), which will include projects, playlists of content, and assessments from which the Partner School can build upon and modify in order to meet the needs of their communities, district and/or state. The Base Curriculum includes standards-based curricula and assessments for English, math, science, and social studies (grades 4–12) and a sampling of additional elective courses.

Subject to this Program Agreement and the Terms of Service, Summit grants permission to teachers, employees, officials, and agents at the Partner School to adapt or create new focus areas and projects. In connection therewith, Summit will provide to the Partner School (i) access to the curriculum team; (ii) access to support when building out resources and projects that are in line with Summit Learning; and (iii) the ability to submit resources for Summit to review and consider for addition to the Base Curriculum.

- 2.2 Ongoing Support.** Summit shall provide ongoing support and coaching to the Partner School through the provision of a mentor (a “Summit Learning Mentor”) during the first four school years in which the Partner School participates in the Program. In connection therewith, Summit agrees to make available to the Partner School:

- A Summit Learning Mentor who will provide support through regular weekly or bi-weekly coaching calls, and to the extent the Partner School and Summit deem necessary, school visits, in order to support the Partner School through the change management process as the Partner School implements Summit Learning;
- Access to a nationwide community of Summit Learning educators and an invitation to share best practices, challenges and more;
- Access to a library of resources (e.g. presentation templates for parent nights, Summit Learning classroom posters, etc.); and
- Access to webinars, on-demand training sessions, and in-person training sessions and workshops from a range of Summit Learning teams, including engineering and communications.

### **2.3 Professional Development.**

- A. Professional Development in Year One, Year Two, and Year Three.** Pursuant to this Program Agreement, Summit shall provide professional development services for the teachers and administrators whom the Partner School designates to participate in the

implementation and launch of Summit Learning at the Partner School (collectively, the “Implementation Team”). The Partner School shall ensure that members of the Implementation Team follow guidelines issued by Summit from time to time relating to the professional development services, including business rules and deadlines relating to Summer Trainings (defined herein) and Regional Convenings (defined herein), Summit shall provide the professional development services to members of the Implementation Team during the first school year (“Year One”), second school year (“Year Two”), and third school year (“Year Three”) of the Term of this Program Agreement as set forth below:

- (1) **Year One of Program Implementation.** During Year One of the Partner School’s use of the Program:
  - Summit agrees to provide professional development services to the Partner School’s Implementation Team during the Summer of Year One. Summit expects these professional development activities to help the Partner School set up the launch of Summit Learning in the new school year.
  - Summit shall provide professional development services in the Fall and Spring of Year One through Regional Convenings.
- (2) **Year Two of Program Implementation.** During Year Two of the Partner School’s use of the Program:
  - Summit agrees to provide professional development services to selected teachers from the Partner School during the Summer of Year Two to assist preparations for the start of the upcoming school year.
    - The Partner School shall select new grade level teams and up to three (3) teachers. The Partner School shall select only teachers who are entering Summit Learning classrooms and have not previously taught Summit Learning.
  - Summit shall provide professional development services in the Fall and Spring of Year Two through Regional Convenings.
- (3) **Year Three of Program Implementation.** During Year Three of the Partner School’s use of the Program:
  - Summit shall provide professional development services to selected teachers from Partner School during the Summer of Year Three to assist preparations for the start of the upcoming school year.
    - The Partner School shall select new grade level teams and, if any teachers trained in Summit Learning are no longer with the Partner School, the Partner School may select a replacement teacher for each departed teacher, but no more than six (6) replacement teachers. The Partner School shall only select teachers who are entering Summit Learning classrooms and have not previously taught Summit Learning.
  - Summit shall provide professional development in the Fall and Spring of Year Three through Regional Convenings.

**B. Professional Development in Year Four.** Summit shall provide professional development services to the Partner School during the fourth year (“Year Four”) of the Term of this

Program Agreement if Partner School is a member of Cohort 1, Cohort 2, or Cohort 3 (each as defined herein).

**C. Cohorts.**

- (1) **Cohort 1 and Cohort 2.** Summit will provide up to four (4) years of Professional Development support, inclusive of any and all prior years of support, through summer trainings (each, a “Summer Training”) and regional convenings (each, a “Regional Convening”) to partner schools that began student use of the Program during the 2015-16 school year (“Cohort 1”) and the 2016-17 school year (“Cohort 2”).
- (2) **Cohort 3.** Summit will provide Summer Trainings and Regional Convenings for up to three (3) years, inclusive of any and all prior years of support, through to partner schools that began student use of the Program during the 2017-18 school year; provided, however, that, Summit will provide one (1) additional year of support through Summer Trainings and Regional Convenings if such partner school adds a new team of grade level teachers who teach the core classes and increases the number of students in the Program.
- (3) **Cohort 4.** Summit will provide Summer Trainings and Regional Convenings for up to (3) years for partner schools that commence student use of the Program during the 2018-19 school year (“Cohort 4”).

**D. Additional Schools.** If the Partner School is a school district and Summit approves the participation of additional schools within such school district in Summit Learning, then Summit and the Partner School agree to update Schedule I to this Program Agreement. Notwithstanding any update to Schedule I, both parties acknowledge the Effective Date of this Program Agreement will be the date originally set forth above.

**3. GRANT REQUIREMENTS AND COMPLIANCE**

**3.1 General.** In connection with its selection as a Partner School and in order to launch and implement Summit Learning in the Partner School, Partner School agrees to:

- Follow the program requirements posted on the Summit Learning Website under the caption “Program Requirements”, which are incorporated by reference into this Program Agreement;
- Follow the technical requirements posted on the Summit Learning Website under the caption “Technical Requirements”, which are incorporated by reference into this Program Agreement;
- Send new Summit Learning teachers and designated teachers and school administrators to Summer Trainings and Regional Convenings; and
- Communicate regularly with the Summit Learning Mentor (i.e. at least 30 minutes weekly or 60 minutes bi-weekly, in addition to regular email communication).

**3.2 Access to the Services.** Partner School agrees to limit access to the Program and the Services to students currently enrolled in the Partner School with an account on the Services (“Student Users”).

In addition, Partner School agrees to limit access to the Program and the Services to the parents and legal guardians of Student Users, and the teachers, employees, officials, or agents ("Licensed Users") who have accepted the Terms of Service. The Student Users and Licensed Users are, collectively, referred to herein as the "Users".

- 3.3 Compliance with Program Agreement, Data Privacy Addendum, and Terms of Service.** The Partner School's use of the Services must be in compliance with this Program Agreement, the Data Privacy Addendum, and the Terms of Service. The Partner School will provide information and education, and where needed create policies and regulations, to ensure that all of its Users comply with the Terms of Service, and where applicable this Program Agreement and Data Privacy Addendum.

In the event a User violates this Program Agreement, Data Privacy Agreement, or Terms of Service, the Partner School shall promptly notify Summit and shall cooperate with Summit in taking reasonable steps to remediate such violations. Notwithstanding the foregoing, Summit reserves the right to immediately suspend any User or the Partner School in its sole discretion for any reason (with or without cause) and terminate the Partner School in accordance with Section 5 hereof.

#### **4. INTELLECTUAL PROPERTY**

- 4.1 Intellectual Property.** The Program and Services may contain material derived in whole or in part from material supplied by Summit as well as other sources, and such material is protected by United States copyright laws, international treaty provisions, trademarks, service marks and other intellectual property laws. All rights to the Program and the Services not expressly granted in this Program Agreement, Terms of Service, and Data Privacy Addendum are reserved by Summit. The Partner School and its Users shall abide by the intellectual property provisions set forth in the Terms of Service and all applicable copyright and other intellectual property laws.

#### **5. TERM AND TERMINATION**

**5.1 Term.**

- A. This Program Agreement shall commence on the Effective Date, and shall terminate in accordance with subsections 5.1.B or 5.1.C, as applicable, or on such earlier date as set forth in Section 5.2, Section 5.3, and Section 5.4 hereof.
- B. If the Partner School is an individual school, this Program Agreement will terminate on the date that is four (4) years after the date on which the Partner School's students first begin using the Services.
- C. If the Partner School is a school district, this Program Agreement will terminate on the date that is four (4) years after the date on which the students attending the last school to join Summit Learning first begin using the Services. Summit will provide the Summit Learning Services to each school within the Partner School school district for a period of four (4) years after the date on which the students in such school first begin using the Services.

- 5.2 Notice of Intent to Terminate.** Either Party may terminate this Program Agreement for its convenience, by giving at least thirty (30) days' written notice to the other Party.

- 5.3 Breach of Agreement.** Either Party (the “Non-breaching Party”) may terminate this Program Agreement, effective immediately upon delivery of written notice to the other Party (“Breaching Party”) if the Breaching Party materially breaches any provision of this Program Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the Non-breaching Party.
- 5.4 Compliance with Program Requirements.** To the extent Summit determines that Partner School is not substantially in compliance with the Program Requirements, Summit reserves the right to suspend or terminate this Program Agreement effective immediately.
- 5.5 Survival.** In the event of termination, the following provisions will survive: Section 7 (Representation and Warranties of Summit), Section 8 (Limitation on Liability), Section 9 (Notices), Section 10 (Governing Law), and Section 11 (General Provisions).

## **6. INDEMNIFICATION**

- 6.1 Indemnification of the Partner School.** To the extent permissible under applicable state law, Summit shall defend, indemnify, and hold harmless the Partner School, its officers, employees, and agents, assignees and successors-in-interest from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, and liabilities of any kind resulting from or arising out of Summit's performance under this Program Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by the negligence, recklessness, willful misconduct, or intentional acts or omissions of Summit, its officers, employees, or agents. Such indemnification shall be subject to the limitation of liability in Section 8.
- 6.2 Indemnification of Summit.** To the extent permissible under applicable state law, the Partner School shall defend, indemnify and hold harmless Summit, its officers, employees, and agents, assignees and successor in interest from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages, and liabilities of any kind resulting from or arising out of the Partner School's performance under this Program Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligence, recklessness, willful misconduct or intentional acts or omissions of the Partner School, its officers, employees, or agents. Such indemnification shall be subject to the limitation of liability in Section 8.
- 6.3 Status and Defense of Claims.** The indemnifying Party shall keep the other Party reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the indemnified Party, at its expense, to participate in the defense or settlement of the claim, provided, however that the indemnifying Party has the sole control of the defense. The indemnified Party shall reasonably cooperate with the indemnifying Party in defending the action, and the indemnifying Party will not agree to settle or otherwise resolve the action without the consent of the indemnified Party, which consent shall not be unreasonably withheld.

## **7. REPRESENTATIONS AND WARRANTIES OF SUMMIT**



**7.1 General.** Summit represents and warrants that the following shall be true and correct as of the Effective Date of this Program Agreement and shall continue to be true and correct during the Term of this Program Agreement:

- A. Program and Service Operation.** During the Term of this Program Agreement, Summit shall use commercially reasonable efforts to ensure that the Program and the Services shall function properly. Summit shall use commercially reasonable efforts designed to promptly correct any failure of the Program and the Services to perform as described in this Program Agreement.
- B. Changes to Program and the Services.** From time to time, Summit may implement changes and improvements to the Services, including by conducting maintenance, updating the functionality and look of the Services, and adding or removing functionalities or features. We may also stop providing the Services to Partner School or its Users, or add or create new limits to the Services or restrict Partner School's or its Users' access to all or a part of the Service at any time.
- C. Publicity.** Summit shall not issue publicity news releases, grant press interviews, or use any Student Data or Content, including but not limited to the Partner School's logos, without the prior express written consent of a representative from the Partner School. Furthermore, Summit may not photograph or film or cause others to photograph or film within any of the Partner School facilities without the prior express written consent of Partner School.

**7.2 Additional Obligations Regarding Treatment of Student Data.** Summit agrees to the obligations set forth in the Data Privacy Addendum regarding the handling of Student Data and Personally Identifiable Information .

## **8. LIMITATION ON LIABILITY TO PARTNER SCHOOLS**

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM ANY CLAIM OR ACTION BASED ON CONTRACT, TORT OR OTHER LEGAL THEORY. SUMMIT SHALL NOT BE LIABLE FOR PARTNER SCHOOL'S INABILITY TO USE THE PROGRAM OR THE SERVICES DUE TO (I) SCHEDULED DOWNTIME, WHICH SUMMIT WILL ATTEMPT TO SCHEDULE WHEN SCHOOL IS NOT IN SESSION AND ABOUT WHICH SUMMIT WILL GIVE PARTNER SCHOOL 14 DAYS ADVANCE WRITTEN NOTICE; (II) UNAVAILABILITY DUE TO FACTORS OUTSIDE OF SUMMIT'S REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OF GOD, ACTS OF GOVERNMENT, FLOOD, FIRE, EARTHQUAKES, CIVIL UNREST, ACTS OF TERROR, STRIKES OR OTHER LABOR PROBLEMS (OTHER THAN THOSE INVOLVING SUMMIT'S EMPLOYEES); (III) UNAVAILABILITY THAT RESULTS FROM EQUIPMENT AND/OR SOFTWARE OF THIRD PARTIES WHERE SUCH EQUIPMENT AND/OR SOFTWARE IS NOT WITHIN THE REASONABLE CONTROL OF SUMMIT; (IV) UNAVAILABILITY CAUSED BY ABUSE OR MISUSE OF THE SERVICES OR PROGRAM (OR ANY COMPONENT THEREOF) BY PARTNER SCHOOL OR ITS USERS; OR (V) UNAVAILABILITY CAUSED BY USE OR MAINTENANCE OF THE SERVICES OR PROGRAM BY PARTNER SCHOOL IN A MANNER NOT MATERIALLY CONFORMING TO THE GUIDANCE PROVIDED BY SUMMIT OR IN THIS PROGRAM AGREEMENT. SUMMIT'S AGGREGATE LIABILITY TO THE PARTNER SCHOOL UNDER ANY THEORY OR FOR ANY REASON SHALL NOT EXCEED \$10,000.

## **9. NOTICES**



- 9.1 General.** Unless stated otherwise in this Program Agreement, Terms of Service, or Data Privacy Addendum, all notices required by or relating to this Program Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to Summit and the Partner School, including any participating school therein, if any, and addressed to Summit as set forth below or addressed to the Partner School and any school therein, if any, as set forth in Schedule I or addressed to such other address as may have given by written notice in accordance with this provision:

If to Summit:                      Summit Public Schools  
   780 Broadway Street  
   Redwood City, CA 94063  
   Attn: Summit Learning Program

All notices, communications, or consents required by or relating to this Program Agreement may also be communicated by electronic mail to Summit at [support@summitlearning.org](mailto:support@summitlearning.org) and to the Partner School at the email address set forth on Schedule I, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Notices shall be effective three (3) business days after receipt of delivery by the U.S. Post Office or one (1) day after deposit with a commercial overnight courier.

- 9.2 Principal Contact Person.** Any notices, communications, or consents required by or relating to this Program Agreement from Summit to the Partner School will be sent to the attention of the person(s) listed on Schedule I (the "Principal Contact Person"). The Principal Contact Person shall be authorized to act on behalf of the Partner School and to make decisions for the Partner School.

## **10. GOVERNING LAW**

This Program Agreement will be governed by and construed in accordance with the laws of the State of California. The Parties further submit to and waive any objections to the personal jurisdiction of and venue in San Mateo County, California for any litigation arising out of this Program Agreement.

If the Partner School is a United States public and accredited educational institution, then (a) this Program Agreement will be governed and construed in accordance with the laws of the state (within the United States) in which the Partner School is domiciled, except that body of law concerning conflicts of law; and (b) any litigation or other dispute resolution between the Partner School and Summit arising out of or relating to this Program Agreement, the Services, or the Partner School's relationship with Summit will take place in federal court within the Northern District of California, and the Partner School and Summit hereby consent to the personal jurisdiction of and exclusive venue of the Northern District of California unless such consent is expressly prohibited by the laws of the state in which the Partner School is domiciled.

## **11. GENERAL PROVISIONS**

- 11.1 Entire Agreement.** This Program Agreement and exhibits attached hereto constitute the final and entire agreement between the Parties regarding its subject matter, and supersede all other related oral or written agreements or policies. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege unless expressly waived in writing

and signed by a duly authorized representative of Summit. No single waiver shall constitute a continuing or subsequent waiver.

- 11.2 Relationship of the Parties.** This Program Agreement will not be construed as creating any agency relationship, or a general partnership, limited partnership, limited liability partnership, joint venture, fiduciary duty, or any other form of legal association between the Partner School and Summit, and the Partner School will not represent to the contrary, whether expressly, by implication, appearance or otherwise. Except as otherwise expressly provided in this Program Agreement, this Program Agreement is not for the benefit of any third parties. Neither Party will make any commitment, by contract or otherwise, binding upon the other Party or present that it has the authority to do so.
- 11.3 Assignment; Resale; No Waiver.** This Program Agreement will be binding upon and inure to the benefit of all of Summit's and the Partner School's successors and assigns, which will be bound by all of the obligations of their predecessors or assignors.
- 11.4 Modifications and Severability.** This Program Agreement may be modified only: (a) by a written amendment signed by both Parties, or (b) to the extent expressly permitted by this Program Agreement (e.g., by Summit upon notice to the Partner School). In the event that the Partner School refuses to accept such changes, Summit will have the right to terminate this Program Agreement in accordance with Section 5 hereof. If any provision of this Program Agreement or the exhibits attached hereto is found to be unenforceable or invalid, such unenforceability or invalidity will not render this Program Agreement unenforceable or invalid as a whole and, in such event, such provision is to be changed and interpreted so as to best accomplish the objectives of such provision within the limits of applicable law.
- 11.5 Material Modifications to Privacy Policy.** If Summit makes any material changes to its Privacy Policy, it shall provide advance notice via electronic communication to the Partner School's Principal Contact Person before the effective date of such changes.
- 11.6 Material Modifications to Terms of Service.** If Summit makes any material changes to the Terms of Service, it shall provide advance notice via electronic communication to the Partner School's Principal Contact Person before the effective date of such changes.
- 11.7 Priority of Agreements.** This Program Agreement shall govern the relationship between the Partner School and Summit. If there is a conflict between this Program Agreement and the Terms of Service, Data Privacy Addendum, or any other agreement between the Partner School and Summit (collectively, "Other Documents"), the terms of this Program Agreement shall apply and take precedence unless specifically provided otherwise in this Program Agreement or the Other Documents. In the event of any conflict between the terms of the Other Documents, the conflict shall be resolved in favor of the Terms of Service, unless specifically provided otherwise in the Other Documents, such as with respect to the treatment of Student Data for which the terms of the Data Privacy Addendum shall apply and take precedence.
- 11.8 Section Headings.** Section headings have been inserted in this Program Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not part of this Program Agreement and will not be used in the interpretation of any provisions of this Program Agreement.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Program Agreement as of the date written below.

**SUMMIT PUBLIC SCHOOLS**

By (Signature):  
Name (Printed):  
Title:

[INSERT NAME],  
as PARTNER SCHOOL

SCHOOL'S ADDRESS :

A) 555 West Blue Lick Rd.  
Shepherdsville, KY  
40165

By (Signature):  
Name (Printed):  
Title:

Dated: April 10, 2018

A) *Kevin Connors*  
KEVIN CONNORS  
Principal, Bullitt Lick Middle  
Kevin.Connors@bullitt.kyschools.us

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B) Zoneton Middle School  
797 Old Preston Hwy N.  
Shepherdsville, KY 40165

B) *Ann Ford*  
Ann Ford  
Principal, Zoneton Middle School  
ann.ford@bullitt.kyschools.us

Dated: April 11, 2018