



Client: Boone County Schools  
Address: 8330 US Highway 42, Florence, KY 41042  
Email: Julie.rubemeyer@boone.kyschools.us  
Telephone: 859-282-5641  
Contact Person: Julie Rubemeyer

Date of Quote: April 25, 2023  
Date of Service: 2023-2024

### Quote for Services (2-day packages include travel expenses, 1 day K-2, 1 day 3-5)

Quantity	Description	Cost Per Item	Total
2-day pkg	Sep Pkg. - Introduction to The Science of Reading & CEG	\$12,000.00	\$12,000.00
2-day pkg	Oct Pkg. - Phonological Awareness & Phonics	\$12,000.00	\$12,000.00
2-day pkg	Nov Pkg. - RTI/MTSS, 6-Step Lesson Plan	\$12,000.00	\$12,000.00
2-day pkg	Jan Pkg. - 6-Step Follow-up, Simple View of Writing	\$12,000.00	\$12,000.00
2-day pkg	Feb Package - Oral Language, Vocabulary, Background Knowledge & Dangling CEG Topics	\$12,000.00	\$12,000.00
2-day pkg	Mar Package - Comprehensive Review & TBD	\$12,000.00	\$12,000.00
1	Bundle of 10 Virtual Consulting Hours for Coaches and Administrators	\$3,000.00	\$3,000.00
TOTAL			\$75,000.00

Thank you for contacting The Reading League.

To accept this quote, please sign, date, and return *this form* and a *purchase order* to:

[heidi@thereadingleague.org](mailto:heidi@thereadingleague.org)  
[finance@thereadingleague.org](mailto:finance@thereadingleague.org)  
[cindy@thereadingleague.org](mailto:cindy@thereadingleague.org)

This quote is valid for 30 days after client receipt.

*TRL requires a minimum 30-day advance notice for cancellation/rescheduling to avoid schools being charged for services.*

Signature \_\_\_\_\_

Date \_\_\_\_\_



## The Reading League Professional Development Partnership Agreement

This Professional Development Partnership Agreement ("Agreement") is made and entered into as of May 15, 2023, by and between The Reading League, Inc. ("TRL") a New York State not for profit corporation located at 103 Wyoming St, Syracuse, NY 13204 and **Boone County Schools, Florence, KY** ("Client").

The following is a recital of facts underlying this Agreement:

- A. TRL specializes in providing professional development to schools and other organizations through a variety of educational services, including in-person and virtual professional development sessions, consulting, and coaching. TRL's services are designed to promote our mission which is to advance the awareness of, understanding, and use of evidence-aligned reading instruction.
- B. Client is an educational organization desiring professional development services as provided by TRL.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Professional Development Services.** TRL will provide professional development services for the Client as described in the scope of work set forth at Schedule A (each, a "Scope of Work"), attached hereto and incorporated herein ("Services"). Both parties will make reasonable efforts to meet any scheduled dates specified in the schedule. At any time during the term of this Agreement, the Client may request to add additional services to this Agreement. Such services will be billed in the same manner as the Services. If we are able to provide the requested additional services, and you are current on all payments to TRL, we will send you an additional Scope of Work, which we will ask you to countersign, which will serve to amend this Agreement and shall be deemed incorporated into Schedule A.
2. **Data Sharing.** The parties incorporate herein by reference all terms and conditions of that certain Data Sharing Agreement by and between the parties.
3. **Professional Development Location and Equipment.** TRL shall provide all Services at the agreed-upon location, which may be either in person or virtual.



a. In Person Services Training. the TRL presenter will provide a computer that will need to be connected to Client's AV presentation system. Client will provide an HDMI cord compatible with their AV system for presentation purposes in the absence of a wireless connection system. TRL presenters will need access to their TRL computer throughout the presentation and it must be within a reachable distance from the presentation area. Client is required to provide WiFi access to TRL for presentations.

b. Virtual Training. TRL will provide virtual links to the appointed contact person in advance of the scheduled session. Virtual links are for attendees only and not to be shared with those outside the Client's organization.

4. **Payment.** During the term of this Agreement, TRL will invoice Client for the payment amount set forth in the applicable Scope of Work after each professional development session is completed, unless otherwise agreed in person. All invoices shall be paid within 30 days of the date of such invoice in US dollars and shall be made by check, wire transfer or credit card. Payments made by credit card may be subject to a processing fee. All late payments may bear interest at the lesser of the rate of 2 percent per month, calculated daily and compounded monthly. Client shall also reimburse TRL for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

#### 5. **Cancellation and Modification Policy.**

a. TRL Requested Changes. In the event TRL makes a schedule or platform modification (e.g., provide a virtual session instead of in person), TRL will provide Client notice as soon as practicable and endeavor in good faith to reschedule or provide such modified session with as little disruption to Client as possible.

b. Client Requested Changes. In the event Client requests a schedule or platform modification greater than thirty (30) days before the scheduled date, TRL will make such schedule or platform modification for no additional charge, other than any additional out-of-pocket expense increases. If Client requests such change less than thirty (30) days in advance of the scheduled date, TRL will assess a fee equal to fifty percent (50%) of the agreed upon fees for such professional development service and endeavor to satisfy the Client's request.

6. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional



emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 2 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance; provided, if the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 5, either party may thereafter terminate the applicable Scope of Work upon 21 days written notice.

## **7. Client Rights and Obligations**

- a. TRL is and shall remain the sole and exclusive owner of all right, title and interest in and to the proprietary materials provided to you in furtherance of the Services, including all Intellectual Property Rights ("TRL Content"). "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- b. TRL hereby grants to you a limited, non-transferable, non-exclusive license to use and distribute the TRL Content solely to current or future employees of Client who are unable to attend the TRL professional development service.
- c. Client agrees not to disclose the TRL Content to any third party without TRL's prior written consent.
- d. Client may not alter the appearance of the TRL Content or remove our name or logo from Content.
- e. Client may not record in any manner a TRL professional development session, without prior written consent from TRL. Such recordings are rarely allowed by TRL and require an additional contract and fee structure.

## **8. Term; Termination.**

- a. This Agreement shall have a term as set forth in each applicable Scope of Work.
- b. Either Client or TRL may terminate this Agreement with thirty (30) days' written notice to the other party.

## **9. Miscellaneous.**

- a. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint



venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

b. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.

c. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated in the preamble.

d. This Agreement, together with all Schedules and Scopes of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Scopes of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of Schedules; and (b) second, the applicable Scope of Work.

e. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

f. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

g. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

h. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

i. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to



affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

j. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of State of New York or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of State of New York.

k. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

l. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

The Reading League, Inc.

By \_\_\_\_\_

Name:

Title:

[CUSTOMER NAME]

By \_\_\_\_\_

Name:

Title: