

Digital Literacy Engagement with AT&T
Digital Literacy materials and the BBF Digital Literacy Resource Guide

This AGREEMENT (this "Agreement") is entered into this 25th day of October 2023, by and between The Barbara Bush Foundation for Family Literacy, Inc. ("BBF"), and Jefferson County Board of Education ("Provider"). BBF and Provider are collectively referred to herein as the "Parties."

Terms and Conditions

In consideration of the mutual promises in this Agreement, the Provider and the Foundation agree as follows:

1. Provider Obligations. Provider shall render the services for the Digital Literacy Engagement in the AT&T digital literacy materials and the BBF Digital Literacy Resource Guide (hereinafter referred to as the "Services") set forth in Exhibit A, in accordance with the timeframes and criteria set forth thereon and for the consideration set forth thereon. The parties acknowledge that Provider is well qualified to perform all Services without supervision by the Foundation, and that there shall be no Foundation supervision of the details of Provider's work, although the Foundation shall review the materials and plans the Provider prepares for the Foundation's use.

2. Term and Termination.

- (a) Term. Unless stated otherwise in Exhibit A or upon earlier termination of the Agreement as provided in 3 (b) and (c) and herein, the term of this Agreement shall commence on the date hereof and shall continue until completion of the Services
- (b) Termination. BBF may terminate this Agreement in whole or in part at any time and for any reason by providing fourteen (14) days' prior written notice to Provider. This Agreement may be immediately terminated by either Party for Cause, as defined herein. "Cause" shall mean the gross negligence or willful misconduct of the other Party with respect to this Agreement.

3. Reimbursement of Costs. Except as otherwise hereafter mutually agreed by the Parties in writing, at all times during the term of this Agreement, each Party shall perform its responsibilities hereunder at its own expense without contribution from the other Party.

4. Representations and Warranties. Unless stated otherwise, each Party represents and warrants to the other Party as follows:

- (a) Capacity and Authority. The representing Party has all requisite power, authority, and legal capacity to execute, deliver, and perform this Agreement, and its execution, delivery, and performance of this Agreement have been duly authorized by all requisite action and do not require the consent or approval of any other person.
- (b) Execution and Validity. This Agreement has been duly and validly executed and delivered by the representing Party and is valid, effective, and enforceable against the representing Party by the other Party in accordance with its terms.
- (c) Due Diligence Regarding Employees, Independent Contractors, and Volunteers. The representing Party has taken reasonable and prudent actions to assess the background and suitability of each of its employees, agents, and volunteers to participate in the activities of the Party contemplated by this Agreement.

5. Insurance. Each Party shall, throughout the term of this Agreement, at its sole cost and expense, maintains occurrence-based general liability insurance insuring such Party against any and all claims and demands made by any person or persons whomsoever, for any risks normally and customarily insured against by such policies, with such policies to have limits of not less than \$500,000.

6. Relationship of the Parties. This Agreement does not constitute or create a joint venture, partnership, or agency relationship between the Parties, nor does it authorize either Party to bind the other Party in any dealings with third parties. The rights and obligations of the Parties shall be limited to those set forth in this Agreement. The Parties hereto shall for all purposes be deemed to be independent contractors, and the employees or agents of one Party shall not be deemed to be employees or agents of the other Party.

7. Amendments and Modifications. This Agreement shall not be amended or modified, nor any right hereunder be considered to have been waived, unless such amendment, modification, or waiver is in writing and executed by duly authorized representatives of both Parties.

8. Notice. All notices, requests, demands, and other communications under this Agreement shall be in writing as set forth below:

To BBF: The Barbara Bush Foundation for Family Literacy, Inc.
 516 N. Adams Street,
 Tallahassee, FL 32301
 Attn: Evangeline Fields
 Phone: 850-562-5300
[E-mail: Accounting@Barbarabush.org](mailto:Accounting@Barbarabush.org)

To Provider: Jefferson Adult Education, Jefferson County, KY
 Jefferson County Public Schools
 Attn: Ashley Janicki
 Office Phone: 502.485.7024
 Cell Phone: 937.479.6784
[Email: Ashley.Janicki@jefferson.kyschools.us](mailto:Ashley.Janicki@jefferson.kyschools.us)

Each Party, by written notice to the other, may change its address and the person to receive notice.

Governing Law, Venue and Attorneys' Fees. Reserved.

9. Severability. Except as otherwise provided in the succeeding sentence, every provision of this Agreement is intended to be severable, and if any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Agreement. The preceding sentence of this Section 11 shall be of no force or effect if the consequence of enforcing the remainder of this Agreement without such illegal or invalid term or provision would be to cause any Party to lose the benefit of its bargain.

10. Assignment. The rights and obligations arising under this Agreement are not assignable by any Party without the prior written consent of the other Party hereto, which consent may be given or withheld in the sole discretion of such Party.

11. Non-Waiver. The failure of any Party to insist upon strict performance of any provisions hereof shall not constitute a waiver of, or estoppel against asserting, the right to require such performance in the future, nor shall it be a waiver or estoppel with respect to later breach of a similar nature or otherwise.

12. Binding Effect. Except as otherwise provided in this Agreement, every covenant, term, and provision of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, transferees, and assigns.

13. Proprietary Rights. BBF shall exclusively own and retain all patent, copyright, trade secret and other intellectual property rights in and to the Program (and any derivative works thereof) and any work product resulting from the Deliverables, the Services and any other work performed under this Agreement by Provider. Provider hereby unconditionally and irrevocably assigns to BBF any entire right, title, and interest in and to (and waives all moral rights with respect to) all intellectual property rights of any kind or nature relating to or in respect of any activity undertaken by Provider under this Agreement. Nothing in this Agreement shall grant or transfer any rights, title or interest in any intellectual property developed or conceived before, on or after the date hereof by or on behalf of BBF.

14. Construction. Every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning and not strictly for or against any Party. This Agreement shall be deemed to have been drafted by both Parties, each of whom has been represented by legal counsel, and, in the event of a dispute, no Party hereto shall be entitled to claim that any provision should be construed against any Party by reason of the fact that it was drafted by one particular Party.

15. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

16. Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is incorporated in this Agreement by reference unless this Agreement expressly provides otherwise.

17. Further Action. Each Party agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

18. Counterpart Execution. This Agreement may be executed in any number of counterparts with the same effect as if all of the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

19. Indemnification.

- (a) To the extent permitted by Kentucky law, provider agrees to indemnify BBF for any injury or loss of property, personal injury, or death to the extent determined to have been caused by the negligent or wrongful act or omission of any

employee of Provider while acting within the scope of the employee's office or employment under circumstances in which Provider, if a private person, would be liable to the claimant.

- (b) BBF agrees to indemnify Provider for any injury or loss of property, personal injury, or death to the extent determined to have been caused by the negligent or wrongful act or omission of any employee of BBF while acting within the scope of the employee's office or employment.

20. Confidentiality.

- (a) "Confidential Information" means any and all confidential or proprietary information, which includes, without limitation, trade secrets, including any information or data relating to programs, systems, forms, vendors, licensees and licensors, promotional material, designs, plans and samples, studies, software specifications, evaluations, policies, and procedures, "know-how," assets, and products of BBF. The term "Confidential Information" does not include information that (a) is or becomes generally known to the public through no action on Provider's part, (b) is generally disclosed to third parties by the BBF without restriction on such third parties, or (c) is approved for release by written authorization of BBF.
- (b) Provider agrees at all times, both during and after the term of this Agreement, to hold such Confidential Information in strict confidence and to not divulge, use, furnish, disclose, or make available to any person or entity, except to employees, volunteers, Advisors, or other personnel who need to know the information to exercise rights and fulfill the obligations under this Agreement and who have agreed in writing to maintain the confidentiality of such information. Notwithstanding the foregoing, Provider may disclose Confidential Information if required by law or regulation after giving reasonable notice to BBF. Upon termination or expiration of this Agreement, Provider will, upon written direction of BBF, return or destroy the Confidential Information.

21. Force Majeure. Either Party will be excused from any delay or failure in the performance of its obligations under this Agreement (other than payment obligations) that is caused by any intervening act, incident, or circumstance that is and has been beyond the reasonable control of such Party but only if such act, incident, or circumstance was not caused by the negligence or fault of such Party, and such Party will be so excused only during the period that the intervening act, incident or circumstance cannot be overcome through the exercise by such Party of reasonable diligence (an "Event of Force Majeure"). An Event of Force Majeure shall include, without limitation: (a) a storm, flood, washout, epidemic, tornado, hurricane, windstorm,

landslide, earthquake, or other act of God; (b) a fire, explosion, or electrical power outage; and (c) a war, riot, strike, boycott, lock-out, blockade, insurrection, act of the public enemy, civil or industrial disturbance.

22. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties as of the date hereof. Any and all previous discussions, communications, agreements and/or representations are merged herein and superseded hereby.

23. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and their respective successors any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

24. Execution of Agreement. The Parties agree that the execution of this Agreement may be by electronic signature and maintained and transacted by electronic record.

[Signature page follows.]

WHEREFORE, the Parties, through their signature below, agree to the terms and conditions of this Agreement.

Jefferson County Board of Education

Signature

Date

Printed Name: **Martin Pollio**

Title: **Superintendent, Jefferson County Public Schools**

The Barbara Bush Foundation for Family Literacy, Inc.

Evangeline Fields

Signature

February 29, 2024

Printed Name: **Evangeline Fields**

Title: **Chief Financial Officer**

EXHIBIT A



Digital Literacy Engagement: *Adult Literacy Sites*

This services agreement between the “provider,” *Jefferson County Public Schools (Jefferson Adult Education)*, and the *Barbara Bush Foundation for Family Literacy (BBF)* is designed to communicate and document the roles of each party throughout the pilot.

Program Description:

AT&T is making significant strides in narrowing the digital divide through the ScreenReady® program and the digital literacy learning modules. The Barbara Bush Foundation for Family Literacy (BBF) will join AT&T as a collaborator in this effort by providing training on using BBF’s Digital Literacy Resource Guide as a supplemental resource to the digital literacy learning modules. BBF will deepen the impact of the shared materials by providing supplemental digital literacy resources, delivering customized training on the materials for facilitators at selected sites, and by providing technical support.

Monthly Milestones and Deliverables:

September – December	<ul style="list-style-type: none">• Determine a program administrator for each site and identify staff to implement digital literacy materials into programming• Complete trainings on use of Digital Literacy Resource Guide and AT&T digital literacy materials• Determine how materials will be used with learners• Develop plan for technical support with BBF
October - April	<ul style="list-style-type: none">• Provide digital literacy skill building opportunities to learners using BBF and AT&T digital literacy materials (minimum of 10 digital literacy interactions)•• Engage in check-in meetings (technical support over email or Zoom) with BBF staff every 2-3 weeks•
May	<ul style="list-style-type: none">•

Roles and Responsibilities:

BBF will:

- Provide training on the use of the Digital Literacy Resource Guide as a supplemental resource to AT&T's digital literacy materials
- Provide an overview of AT&T's digital literacy materials and how to best integrate the materials into programming

- Provide technical support (every 2-3 weeks over email or Zoom) throughout the pilot to support sites with learner digital literacy skill building and goal setting that makes connections to life and work goals

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- Provide a limited amount of learner incentives in the form of \$25 Amazon gift cards for the site to use during implementation
- Remit to the provider a total of \$1300 for the program's timely completion of deliverables outlined as provider responsibilities in this agreement. The provider is responsible for distributing this stipend to designated pilot staff. For the avoidance of doubt, if there are multiple staff providing Services at any one Location, then such staff shall share the Compensation. IRS 1099 forms will be issued by BBF as required by law.

Provider will:

- Appoint a program administrator who shall be responsible for overseeing the pilot and managing the pilot deliverables in a timely manner.
- Program Administrators and instructors will:
 - Attend training on use of Digital Literacy Resource Guide as a supplemental resource to AT&T's digital literacy materials and to determine how to integrate AT&T's digital literacy materials into programming
 - Training will take place over two sessions (each session not to exceed two hours)
 - Ensure learner and organization consent forms are signed and maintained by the Provider for three years following the end of the program. Please see Exhibit B.
 - Utilize AT&T's digital literacy materials and integrate them into programming for *30-50 learners*
 - Minimum of 10 digital literacy interactions (using either course materials
 - or asynchronous learner modules)

- Four or more asynchronous modules completed per learner from the *Tools for Learners* section (Each site will have a specific URL for Tools for Learners. BBF will track engagement by zip code (not learner).)
- Engagement with two courses from the *Tools for Resources for*

Trainers section

- Engage in technical support (every 2-3 weeks over email or Zoom) throughout the pilot to promote learner digital literacy skill building and goal setting that makes connections to life and work goals

EXHIBIT B



BARBARA BUSH
FOUNDATION for
FAMILY LITERACY

Barbara Bush

Family Literacy

Foundation for

The Barbara Bush Foundation for Family Literacy is developing new tools to help the public understand and identify the need for improved adult literacy. One of those tools is a collection of stories, from both individuals and organizations like yours, that reflect the impact education and improved literacy can have on an individual, a family, and a community. The Foundation may use your organization's story in publications, promotional materials, and the media. Thank you so much for your participation.

Permission to Use Statements and Photograph

I, an authorized representative of my organization, hereby grant to the Barbara Bush Foundation for Family Literacy the right and unrestricted permission to use statements, stories, quotes, comments, recordings, images, and/or descriptions as such may be embodied in any photos, digital images, and the like, taken or made on behalf of the Barbara Bush Foundation for Family Literacy and information for education, ~~research~~ and/or promotional purposes by the Barbara Bush Foundation for Family Literacy. I authorize the Barbara Bush Foundation for Family Literacy, its assigns and transferees to copyright, use and publish the same in print and/or electronic form.

I understand that all materials will remain the property of the Barbara Bush Foundation for Family Literacy, and I am not entitled to any compensation or payment for their use.

I release and discharge the Barbara Bush Foundation for Family Literacy, and its agents, representatives and assignees from any claims and demands relating to the use of images, descriptions, statements and/or stories, including any claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.

I represent that I have read the foregoing and understand its contents. This release shall be binding upon my organization and its representatives.

Organization Name:

Signatory Name:

Title:

Address:

(city, state, zip)

Email:

Phone:

Date:

Signature:

This consent form is delivered electronically. By signing the Agreement electronically (including email, typed, or electronic signature) the participant consents to entering into this Agreement in electronic form and acknowledges that their electronic signature will have the same legal force and effect as a handwritten signature.



BARBARA BUSH
FOUNDATION *for*
FAMILY LITERACY

Barbara Bush Foundation for Family Literacy

LEARNER RELEASE

Permission to Use My Statements and Photograph

I hereby grant to the Barbara Bush Foundation for Family Literacy the right and unrestricted permission to use my statements, stories, quotes, comments, recordings, images, and/or descriptions as such may be embodied in any photos, digital images, and the like, taken or made on behalf of the Barbara Bush Foundation for Family Literacy and information, excluding the use of my last name, for education and/or promotional purposes by the Barbara Bush Foundation for Family Literacy. I authorize the Barbara Bush Foundation for Family Literacy, its assigns and transferees to copyright, use and publish the same in print and/or electronic form.

I understand that all materials will remain the property of the Barbara Bush Foundation for Family Literacy, and I am not entitled to any compensation or payment for their use.

I release and discharge the Barbara Bush Foundation for Family Literacy, and its agents, representatives and assignees from any claims and demands relating to the use of images, descriptions, statements and/or stories, including any claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation.

I represent that I am over the age of eighteen (18) years and/or am a parent/guardian signing on behalf of a dependent, and that I have read the foregoing and understand its contents. This release shall be binding upon me, my heirs, legal representatives, and assigns.

Participant Name: _____

Parent / Guardian Name: _____

Address: _____

(city, state, zip)

Email: _____

Phone: _____

Date: _____

Signature: _____

This consent form is delivered electronically. By signing the Agreement electronically (including email, typed, or electronic signature) the participant consents to entering into this Agreement in electronic form and acknowledges that their electronic signature will have the same legal force and effect as a handwritten signature.