



THE READING LEAGUE agreement for School-Based Professional Development Partnership.

The schedule below outlines services to be provided by The Reading League to Goodridge Elementary.

If you require use of a purchase order please send a copy of your PO directly to finance@thereadingleague.org once you have signed the quote.

2024-2025 SERVICES	DELIVERY	DATE	HOURS	QTY	PRICE	SUBTOTAL
Professional Development Sessions						
Implementation Support Visit Includes classroom visits, debriefs & grade level strategic discussions - 1.5 days per grade level	In Person	TBD	5	9	\$6,000	\$54,000
Pricing includes Travel fees						
Total						\$54,000

Client will be billed when each service is completed.

By signing below you accept the quote above and subsequent Terms and Conditions including our Data Sharing Agreement.

Jennifer Patrick



The Reading League Professional Development Partnership Agreement

This Professional Development Partnership Agreement (“Agreement”) is made and entered into as of the _____, by and between The Reading League, Inc. (“TRL”) a New York State not for profit organization located at 103 Wyoming St, Syracuse, NY 13204, and Goodridge Elementary (“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 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. **TRL Intellectual Property Rights and Client 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 contained or reflected in the TRL Content ("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, including any derivative works based thereon, (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, during the period of this Agreement, solely to employees of Client who are unable to attend the TRL professional development service. This limited license ends upon termination of this Agreement.
- 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 TRL's 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 only upon execution of an additional contract and the payment of any fees called for therein.

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.



Data Sharing Agreement between The Reading League ("TRL") and Goodridge Elementary ("Client")

This data sharing agreement ("DSA") represents a formal contract between The Reading League ("TRL") and Goodridge Elementary ("Client") for a term beginning on .

1. Definition and treatment of data:

"Data" refers to all student-level information, including the year of enrollment, current grade level, and score obtained on a given assessment, particularly assessments of oral reading fluency and relevant early literacy probes. Before sharing Data with TRL, Client shall remove any direct or indirect personally identifiable information ("PII"), including but not limited to name, date of birth, student ID number, state-assigned student ID number, name of teacher, race and ethnicity, special education status, addresses, telephone numbers and FRPL qualification status.

If Client fails to remove any PII from the Data, TRL, upon discovery of same, will delete such PII immediately, and notify Client of the error. The Client may, at any time, request that TRL destroy such Data. TRL may request an updated version of the Data with PII properly removed. TRL will at no point claim ownership of any Data provided by Client, and will immediately destroy any relevant records upon formal, written request by Client.

2. Purpose of data collection:

For TRL to ensure that it is providing district partners with the most effective, evidence-based guidance on literacy instruction, it is critical that TRL can track the academic progress of partner districts' students.

TRL will monitor the academic performance of partner districts at the school and grade levels, and will use this information to evaluate the effectiveness of the organization's practices and make pertinent recommendations to their clients.



Although TRL will not collect student-level PII, both parties acknowledge that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and the New York State Education Law regarding the disclosure of education records.

TRL reserves the right to use descriptions of partner districts' de-identified data in its aggregated form in marketing materials and during professional development sessions.

3. Data; De-Identified Data:

TRL will request student-level scores on benchmark assessments (including early literacy probes and oral reading fluency measures) that include a given student's grade level, their year of enrollment, and their score on an aforementioned assessment. A sample row will contain the following fields: District, School, Grade, Period (Fall, Winter, Spring), Percentile at Nation.

Client will provide Data, typically via the data export feature of Client's chosen online assessment platform, only after removing all direct and indirect PII.

4. Storage and confidentiality of data:

TRL will only store Data on servers protected by passwords and will only be accessible to employees of TRL who have a need to know or otherwise access the Data as contemplated by this Agreement. Under no circumstances will Data be accessed on public computers, nor will it be stored outside of the United States.

At any time, the Client may immediately terminate the DSA with TRL, and TRL will destroy all Data in its possession upon written demand from the Client.

Client grants TRL a limited, nonexclusive license to the Data for the purposes described herein. TRL does not in any way claim ownership of the Data, which shall remain the exclusive property of the Client.

Data will not be used for any purposes other than those described in Section 2.

In the event that TRL learns of a data breach or has reason to suspect one has



occurred in which PII is disclosed or potentially disclosed, TRL will notify Client in writing as soon as practicable after TRL learns of the incident, which shall be in the most expedient way possible and without unreasonable delay.

TRL will promptly take commercially reasonable action to mitigate the effects of a data breach in which PII is disclosed or potentially disclosed at its own expense, and make every reasonable effort to restore the confidentiality of the Data, prevent a recurrence of the problem, and inform the Client of the scope and nature of the breach.

5. Compliance with applicable law:

The parties agree that this Agreement sets forth a mutually agreeable data security and privacy plan.

Client shall provide to TRL a signed copy of the parent bill of rights for data privacy and security.

All TRL officers and employees who will have access to the Data will have completed training on federal and state law governing confidentiality of such data prior to receiving access.

6. Permissions:

Client grants TRL staff members, Professional Development Specialists and Coaches permission to view TRL-generated depictions of their data identified by district, building and grade level.

Client grants permission for Third Party donors interested in providing supplemental funds to support partnerships and advancement of the mission of TRL to view TRL generated depictions of data identified by district, building and grade level. This data may be used in written summaries of general trends, or graphs of year-to-year achievement.



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2024-2025 SERVICES	DELIVERY	DATE	HOURS	QTY	PRICE	SUBTOTAL
Professional Development Sessions						
Jeopardy! Comprehensive Review	In Person	Aug 13 AM	2.5	1	\$2,000	\$2,000
Engaging with Vocabulary	In Person	Aug 13 PM	2.5	1	\$2,000	\$2,000
Meaningful Morphology	In Person	Aug 14 AM	2.5	1	\$2,000	\$2,000
Sentence Level Comprehension & Composition	In Person	Aug 14 PM	2.5	1	\$2,000	\$2,000
Additional Services						
Flexible Consulting Hours, Virtual <small>One Bundle of 5</small>			5	1	\$1,500	\$1,500
Pricing includes Travel fees						

Total \$9,500

Client will be billed when each service is completed.

By signing below you accept the quote above and subsequent Terms and Conditions including our Data Sharing Agreement.



Jennifer Patrick



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 - a. TRL Requested Changes. In the event TRL makes a schedule or platform modification (e.g., provide 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.
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7. **TRL Intellectual Property Rights and Client 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 contained or reflected in the TRL Content ("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, including any derivative works based thereon, (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, during the period of this Agreement, solely to employees of Client who are unable to attend the TRL professional development service. This limited license ends upon termination of this Agreement.
- 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 TRL's name or logo from Content.
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8. Term; Termination:

- a. This Agreement shall have a term as set forth in each applicable Scope of Work.
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9. Miscellaneous.

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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.



Data Sharing Agreement between The Reading League ("TRL") and Goodridge Elementary ("Client")

This data sharing agreement ("DSA") represents a formal contract between The Reading League ("TRL") and Goodridge Elementary ("Client") for a term beginning on .

1. Definition and treatment of data:

"Data" refers to all student-level information, including the year of enrollment, current grade level, and score obtained on a given assessment, particularly assessments of oral reading fluency and relevant early literacy probes. Before sharing Data with TRL, Client shall remove any direct or indirect personally identifiable information ("PII"), including but not limited to name, date of birth, student ID number, state-assigned student ID number, name of teacher, race and ethnicity, special education status, addresses, telephone numbers and FRPL qualification status.

If Client fails to remove any PII from the Data, TRL, upon discovery of same, will delete such PII immediately, and notify Client of the error. The Client may, at any time, request that TRL destroy such Data. TRL may request an updated version of the Data with PII properly removed. TRL will at no point claim ownership of any Data provided by Client, and will immediately destroy any relevant records upon formal, written request by Client.

2. Purpose of data collection:

For TRL to ensure that it is providing district partners with the most effective, evidence-based guidance on literacy instruction, it is critical that TRL can track the academic progress of partner districts' students.

TRL will monitor the academic performance of partner districts at the school and grade levels, and will use this information to evaluate the effectiveness of the organization's practices and make pertinent recommendations to their clients.



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Client will provide Data, typically via the data export feature of Client's chosen online assessment platform, only after removing all direct and indirect PII.

4. Storage and confidentiality of data:

TRL will only store Data on servers protected by passwords and will only be accessible to employees of TRL who have a need to know or otherwise access the Data as contemplated by this Agreement. Under no circumstances will Data be accessed on public computers, nor will it be stored outside of the United States.

At any time, the Client may immediately terminate the DSA with TRL, and TRL will destroy all Data in its possession upon written demand from the Client.

Client grants TRL a limited, nonexclusive license to the Data for the purposes described herein. TRL does not in any way claim ownership of the Data, which shall remain the exclusive property of the Client.

Data will not be used for any purposes other than those described in Section 2.

In the event that TRL learns of a data breach or has reason to suspect one has



occurred in which PII is disclosed or potentially disclosed, TRL will notify Client in writing as soon as practicable after TRL learns of the incident, which shall be in the most expedient way possible and without unreasonable delay.

TRL will promptly take commercially reasonable action to mitigate the effects of a data breach in which PII is disclosed or potentially disclosed at its own expense, and make every reasonable effort to restore the confidentiality of the Data, prevent a recurrence of the problem, and inform the Client of the scope and nature of the breach.

5. Compliance with applicable law:

The parties agree that this Agreement sets forth a mutually agreeable data security and privacy plan.

Client shall provide to TRL a signed copy of the parent bill of rights for data privacy and security.

All TRL officers and employees who will have access to the Data will have completed training on federal and state law governing confidentiality of such data prior to receiving access.

6. Permissions:

Client grants TRL staff members, Professional Development Specialists and Coaches permission to view TRL-generated depictions of their data identified by district, building and grade level.

Client grants permission for Third Party donors interested in providing supplemental funds to support partnerships and advancement of the mission of TRL to view TRL generated depictions of data identified by district, building and grade level. This data may be used in written summaries of general trends, or graphs of year-to-year achievement.

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and The Reading League ("Vendor"), and is intended to amend, modify, and supplement the _____ (hereinafter, the "Agreement").

WHEREAS, the Vendor is providing services to the Boone County Board of Education and, by extension, the District; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, as well as those set forth in the Parties' Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend, modify, and supplement the Agreement as follows:

Section 1. Prohibition Against Use of Student or District Likeness. Vendor acknowledges and agrees that it may not disseminate the District's name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

Section 2. Open Records. Vendor acknowledges that the District is subject to the Kentucky Open Records Act, KRS 61.870 to KRS 61.884, and may be required to disclose certain information obtained pursuant to the Parties' relationship as set forth therein. Vendor agrees that it will not pursue any legal action against the District for any disclosure of Vendor's information or data made in response to an Open Records Request.

Section 3. Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Vendor acknowledges that the District may seek and obtain injunctive relief for the unauthorized use or dissemination of District Data or Confidential Information, or other violations of the Parties' Agreement, in addition to, and not in limitation of, other legal remedies provided under state and federal law.

Section 4. Governance. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, construction and performance of this Agreement and Addendum, or any of their terms. Any suit, action or other proceeding regarding the execution, validity, interpretation, construction or performance of this agreement shall be filed in the Boone Circuit Court of the Commonwealth of Kentucky. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Eastern District of Kentucky.

Section 5. Effect of Addendum. The Parties agree that the terms and conditions set forth in this Addendum modify, amend, and supplement the Agreement as set forth above, and agree to be bound to the terms herein. To the extent that the Addendum expressly conflicts with the terms and conditions of the Agreement, the Addendum shall control.

IN WITNESS WHEREOF, the District and Vendor execute this Addendum to be effective consistent with the effective date of the Parties' Agreement.

BOONE COUNTY SCHOOL DISTRICT

By: _____ Date: 07/11/2024
Printed Name: _____
Title/Position: Board Chair

[VENDOR NAME HERE]

By: Katie Sojewicz Date: 3/7/24
Printed Name: Katie Sojewicz
Title/Position: Professional Development Director