

Memorandum of Understanding
between
Waterford.org and Bullitt County Schools

This Memorandum of Understanding (the “MOU”) is entered into on April 17, 2025 (the “Effective Date”), by and between Waterford.org located at 4246 S. Riverboat Rd., Ste 150, Taylorsville, Utah 84084 (“Waterford.org”), and Bullitt County Schools located at 1040 Highway 44 E, Shepherdsville, Kentucky 40165 (“BC”).

Whereas this Memorandum of Understanding (MOU) outlines the collaboration between and clearly defines the roles and responsibilities of both Waterford.org and the BC with regards to BC’s Summer Ramp-up Program for Kindergarten and PreK utilizing Waterford Reading Academy and Services.

Now, therefore, in consideration of mutual benefits, Waterford.org and BC hereby mutually agree as follows:

Summer Ramp-up Program

Waterford.org shall:

- Provide as outlined in Waterford quote 9750
 - 150 Waterford Reading Academy Single Student Licenses at \$88.00 per license
 - 3 Professional Services Virtual Training at \$660.00 per (see details below)

Professional Services Summary

Dates TBD

Waterford will deliver three (3) virtual professional services sessions.

Services include Basic educational /technical training needed to get up and running, including using the teacher portal to set up classes and assign courses, navigating the student and family portals, reviewing the PreK–2 scope and sequences, understanding usage recommendations, and accessing ongoing support.

BC shall:

- Provide \$5,808.00 in funding to Waterford.org to implement licenses and conduct all Professional Services as outlined on Waterford.org quote Q00009750
- Recruit families for participation
- Ensure participants have the necessary electronic devices

Section 1: Amendment and Assignability

The terms and conditions of this agreement may only be amended by mutual written consent of both Waterford.org and BC, and Waterford.org shall not assign its respective rights or obligations under this agreement without prior written consent of BC. The rights and obligations of each party under this agreement shall ensure the benefit of and shall be binding upon that party and its respective successors and assigns.

Section 2: Waiver

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. No modification, amendment, waiver, or release of any provision of this agreement or of any right, obligation, claim, or cause of action arising from this agreement shall be valid or binding for any purpose unless in writing and duly executed by the party against whom they are asserted.

Section 3: Termination

Either party may cancel this agreement at any time for cause or may cancel without cause on ninety (90) days written notice.

Section 3: Choice of Law and Forum

The laws of the state of Kentucky shall govern all questions as to the execution, validity, interpretation, and performance of this MOU. The selected forum to hear any causes of action arising from this agreement, or any actions thereunder, is the Bullitt County Circuit Court .

Section 5: Effective Date and Term of the Agreement:

The term of this MOU shall be for the period of 2 months (from June 3, 2025 through August 2, 2025).

IN WITNESS WHEREOF, the authorized undersigned hereby agrees to the terms and conditions of this MOU.

WATERFORD.ORG

By: _____ **Date:** _____

BULLITT COUNTY SCHOOLS

By: _____ **Date:** _____