

# Studer Education

March 24, 2025

Dr. Jason Radford, Superintendent  
Oldham County Schools  
6165 W. Highway 146  
Crestwood, KY 40014

Dear Dr. Radford

Thank you for allowing Studer Education the opportunity to continue engaging with you and the Oldham County Schools (herein also referred to as “Oldham,” or “the District”) to advance your District’s organizational excellence and continuous improvement priorities to ensure the students, families and communities served by Oldham County Schools receive the best possible educational and life opportunities.

We are honored to serve your District and look forward to continuing this journey of excellence in Oldham together. This ongoing work will be guided by the following activities, resources, and desired outcomes:

## Included Resource to Achieve Results

**The professional fees will provide the District with access to:**

<b>Service</b>	<b>Purpose and Cadence</b>	<b>Outcomes</b>
<b>Leadership Development &amp; Virtual Coaching Planning Sessions</b>	2 days per performance period, which can be delivered in variable lengths virtually or in 1-day increments if delivered in person to: <ul style="list-style-type: none"><li>● Reflect on prior learning and practice</li><li>● Learn, practice, and receive guided feedback on new tactics for implementation</li><li>● Clear expectations for independent practice following the session</li><li>● Virtual coaching sessions with District Executive<ul style="list-style-type: none"><li>○ Discovery of District priorities and updates</li></ul></li></ul>	<ul style="list-style-type: none"><li>● Accelerated progress on key scorecard measures at the district, school, and department levels</li><li>● Advanced skills demonstrated by leaders throughout the organization</li><li>● Aligned, intentional coaching plans and activities to drive outcomes desired</li><li>● Increased competence and confidence in</li></ul>

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	<ul style="list-style-type: none"> <li>○ Align coaching to partner needs</li> <li>○ Plan for coaching activities with broader team(s)</li> </ul>	facilitating continuous improvement and culture-building for all leaders
<b>Survey Administration</b>	<p>Administer each survey up to 1x per performance period and provide the prep and follow up to each through engagement with Studer Education. This includes:</p> <ul style="list-style-type: none"> <li>● Anonymous, online survey tools for feedback from key constituents</li> <li>● Standard, reliable survey items accessed through a single link provided to District for distribution</li> <li>● Draft emails with URL announcing the surveys</li> <li>● Translation of survey items into up to 5 languages</li> <li>● Access to real-time participation tracking and Online Results Reports, with analysis at the district, department, and school levels by individual item and overall results</li> </ul>	<ul style="list-style-type: none"> <li>● Incorporate the “voice of the customer” in decision-making to enable the District to make informed decisions to sustain and improve performance as measured by the results from:             <ul style="list-style-type: none"> <li>○ Employee Experience,</li> <li>○ Parent/Caregiver Experience,</li> <li>○ District Support Services,</li> <li>○ Student Experience</li> </ul> </li> </ul>
<b>Studer Education Digital Resources</b>	<p>Online, on-demand learning platform for up to 25 leaders</p> <ul style="list-style-type: none"> <li>● Guided, online learning modules with video examples of tactics leaders are learning</li> <li>● Available for asynchronous learning and review</li> <li>● Integrated into coaching sessions</li> </ul>	<ul style="list-style-type: none"> <li>● Advanced leadership skills for individuals and consistency of leadership practices across the District</li> <li>● Expanded understanding of implementation approaches to apply in your District</li> </ul>

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## Professional Fee and General Terms

Studer Education recommends a multi-year partnership to accomplish the identified goals and priorities and to ensure sustainable results. For the purposes of this proposal, we are outlining the term of the engagement (the "**Engagement Term**") to commence on September 1, 2025, and continue through August 31, 2026. The Engagement Term is divided into one distinct performance period, as follows:

1. **Performance Period #1:** September 1, 2025, to August 31, 2026.

Each of the periods listed above is a "**Performance Period**" and collectively are the "**Performance Periods**" or the "Engagement Term."

We serve at the pleasure of the Superintendent, and as such, you may request to discontinue the service of Studer Education if at any time during our engagement you are not satisfied with the services, in accordance with our attached Standard Terms & Conditions.

The professional fee for each Performance Period this engagement is set forth below, along with the applicable due dates for payments, which unless the parties agree otherwise in writing are inclusive of all travel and other delivery-related expenses. Services may vary across each month of delivery, though the invoice amounts will be equal throughout the terms of this Agreement. The professional fee will be invoiced on the following schedule throughout the engagement term:

<u>Performance Period ("PP")</u>	<u>Total Fees for Performance Period</u>	<u>Payable</u>	<u>Due Date for Each Payment</u>	<u>Amount Due Each Payment Period:</u>
PPI, through August 31, 2026	\$28,900	Quarterly	September 31, 2025 December 31, 2025 March 31, 2026 June 30, 2026	\$7,225

Studer Education requests the District appoint a specific Accounts Payable contact to ensure timely and efficient delivery of invoices. Please provide this contact's information in the specified area on the signature page of this agreement.

The general business terms found in Addendum I apply to this agreement.

\* \* \*

As acceptance of the above, please return a signed copy of this document (electronic signatures are acceptable) and return it to us via email to MaryEllen Brummond at

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[nebrummond@studereducation.com](mailto:nebrummond@studereducation.com) by June 15, 2025. Please note that if the District does not return a signed copy of this agreement to us before that date, Studer Education will consider our quote and timetable to have expired, which allows us to keep dates and timelines in our proposals current and to ensure we are able to provide the best possible service to our current clients and to others with whom we may opt to extend an offer. In such instances, we would be happy to issue a new quote and timetable upon your request.

Upon execution by both parties, this letter and its attachments serve as a binding agreement by and between Studer Education LLC and Oldham County Schools.

Thank you for this opportunity to serve you and Oldham. We look forward to this opportunity to collaboratively make a difference in the lives of the students and stakeholders you serve.

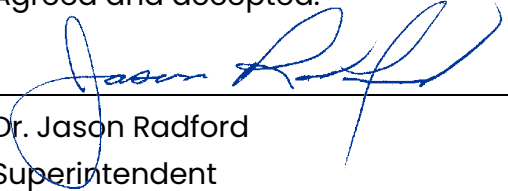
Sincerely,

\_\_\_\_\_  
Dr. Melissa Matarazzo  
Chief Administrative Officer  
Studer Education LLC

\_\_\_\_\_  
Date

## **Oldham County Schools**

Agreed and accepted:

  
\_\_\_\_\_  
Dr. Jason Radford  
Superintendent

\_\_\_\_\_  
4/18.2025  
Date

## **Accounts Payable Contact for invoice submissions:**

Name: Jane Easton

Phone: 502-241-3500

Email: jane.easton@oldham.kyschools.us

## GENERAL BUSINESS TERMS

These General Business Terms (these “**Terms**”), together with any engagement letter, work order, or statement of work executed by the parties that references or incorporates these Terms (including any and all attachments, exhibits and schedules) (the “**Engagement Letter**” or “**EL**”), constitutes the entire understanding and agreement (the “**Agreement**”) between Studer Education LLC (“**Studer**”) and the entity that has entered into Engagement Letter with Studer (the “**Client**” or “**District**”). If there is a conflict or inconsistency between these Terms and the terms of the Engagement Letter, these Terms govern, except to the extent the EL explicitly refers to the conflicting term herein.

**1. Services.** (a) Studer will provide the services (the “Services”) and furnish the Studer Materials (as defined below) as described in the Engagement Letter and any attachments thereto, as may be modified from time to time by mutual consent.

(b) Studer is not responsible for identifying Client’s violations of laws or regulations.

(c) Studer is not a law firm and is not authorized to provide legal advice or counseling in any jurisdiction, and the Services are not designed, nor should they be relied upon, to provide legal recommendations.

**2. Client Data, Software & Intellectual Property Rights.** (a) By providing Studer copies of or access to Client Data in connection with this Agreement, Client grants Studer the right to use and reproduce such Client Data for the sole, limited purpose of performing the Services under this Agreement; *provided, however,* Client retains all ownership rights to such Client Data. “Client Data” is broadly defined to include all proprietary data, content, personal information, or Confidential Information about Client that is provided to Studer for purposes of performing the Services under the SOW.

(b) By providing Client copies of or access to Materials in connection with the SOW, Studer grants Client the right to use such Materials for Client’s own internal use for the purposes for which such Materials are provided, subject to any scope limitations identified in the Engagement Letter; *provided, however,* as between Client and Studer, Studer retains all ownership rights to such Studer Materials. Nothing herein prohibits Studer from incorporating third party rights in software or other intellectual property into the Studer Materials. For purposes of this Agreement, the term “Studer Materials” is broadly defined to include anything Client receives from Studer or its agents in performance of the Services, including without limitation Studer’s proprietary intellectual property and materials (whether or not registerable as a copyright, trademark, or patent), know-how, and trade secrets, but specifically excluding any Client Data to the extent incorporated in the Studer Materials.

(c) The rights of use granted under this Section 2 specifically include the right to create derivative works; *provided, however,* such derivative works are subject to the same ownership rights, limitations on scope and permitted purposes as applicable to the original work.

(d) If pursuant to the Engagement Letter or any subsequent addenda or new orders Studer makes available to Client any web-based or mobile-accessible software as part of the solution provided by Studer to Client (the “**SaaS**”), then the following terms apply: (1) Client may access and allow its employees, agents, and representatives (“**Users**”) to access the SaaS solely for Client’s internal purposes and use, (2) Client shall not attempt or allow anyone attempt to access any source code, or modify or attempt to create any derivative works of the SaaS, (3) Client shall not and shall not permit its Users to use the SaaS to transmit, distribute, or store any (A) illegal, harmful, defamatory, infringing, or misappropriating data, information, or other content, (B) any harmful or malicious software code (including viruses, worms, timebombs, etc.), or (C) any sensitive data, financial information, or government-issued identified (e.g., social security numbers, credit card numbers, etc.). Studer all times retains full ownership of the SaaS and all copyrights and other intellectual property embodied or included in the SaaS, all of which are Studer’s Confidential Information. Studer reserves the right to suspend or terminate access to the SaaS if Client or any Users are in breach of this Agreement at any time.

(e) Except as otherwise expressly provided in this Agreement, the rights granted under this Section 2 survive expiration or termination of the SOW. However, Client’s rights to access and use the SaaS terminate immediately upon the expiration or termination of this Agreement.

**3. Fees and Taxes.** (a) Client will pay Studer the fees and expenses as defined in the Engagement Letter within 30 days of any due date set forth in the EL or following receipt of an applicable and valid invoice from Studer. Client will submit payment via ACH, EHT, or check, in accordance with Studer’s directions. All amounts that are past due are subject to a monthly charge of 1.5% per month or the maximum rate permitted by the law, whichever is less.

(b) Upon request, Client will provide Studer with a tax exemption certificate on behalf of Client, in which case Studer will not collect or remit any sales, use, value-add, or similar taxes in connection with the Services. If Client fails to provide such a certificate, Studer shall calculate and invoice Client for any applicable taxes, which will not be considered part of the fees and which Client shall pay in full.

(c) If Client requires Studer to contract with a third-party vendor to facilitate performance of this Agreement, Client will be responsible for all costs associated with such vendors, unless otherwise agreed by the parties in the Engagement Letter.

**4. Client Responsibilities.** In order for Studer to perform the Services and provide the Studer Materials, Client is responsible for the following: (a) providing Studer with access to Client’s office space, equipment, data, and access to personnel, as necessary to perform the Services; (b) providing accurate and complete information in response to Studer data requests; (c) making all final decisions and approvals needed after consideration of Studer’s recommendations; (d) using all Services provided by Studer in a manner consistent with all applicable requirements, rules, regulations, and laws; and (e) fulfilling such other responsibilities as may be set forth in the SOW.

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The activities, conclusions, strategies, suggestions, and recommendations that Studer develops and implements represent Studer's experienced judgment based on the information provided to Studer.

**5. Limited Warranty.** (a) Studer warrants that the Services will be performed with reasonable care in a diligent and competent manner consistent with industry standards and that the Studer Materials will be professional and meet the specifications set forth in the Engagement Letter (or, if no, reasonable industry standards). If the Services or Studer Materials do not conform to this warranty, Client must notify Studer in writing, within ten days after the Services are performed or Studer Materials are delivered, specifying the non-conformance in detail. Studer will have a reasonable amount of time to correct the non-conformance based on its severity or complexity.

(b) THE WARRANTY SET FORTH IN THIS SECTION IS SERVICE PROVIDER'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY STUDER MATERIALS AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED. STUDER DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR ANY THIRD-PARTY PRODUCTS OR SERVICES THAT MAY BE OFFERED IN CONJUNCTION WITH THIS AGREEMENT. CLIENT'S SOLE AND EXCLUSIVE RIGHTS AND REMEDIES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR SERVICES ARE AGAINST THE THIRD PARTY AND NOT AGAINST STUDER.

**6. Confidentiality.** (a) To fulfill the obligations hereunder, each party may have access to the other party's information and materials that are confidential and proprietary or should reasonably be considered confidential based on subject matter or circumstances of disclosure ("Confidential Information"). The parties agree that Confidential Information will be protected in a reasonable and appropriate manner and used only for the purposes it was provided or as otherwise permitted by the disclosing party.

(b) Studer may obtain Confidential Information of third parties in connection with Client's contracts with suppliers, manufacturers and other vendors. Studer will maintain the confidentiality of all third-party Confidential Information, use it in a reasonable and appropriate manner, and only to the extent necessary to perform its obligations in this Agreement.

(c) Confidential Information will only be disclosed to the parties' personnel with a need to know and will not be disclosed to third parties except in the event Studer engages a subcontractor to assist in performance of the Services and then only to the extent subcontractor agrees in writing to protect Confidential Information.

(d) All Confidential Information, whether original or subsequent copies, made available to one another must be returned or destroyed at the request of the disclosing party. However, the receiving party may retain one archival copy for recordkeeping or quality assurance purposes and will make no unauthorized use of such copy.

(e) The obligations in this Section do not apply to information to the extent it is: (i) publicly known without a violation of confidentiality by the receiving party; (ii) already known to the receiving party free of any obligation of confidentiality; (iii) lawfully disclosed by a third party; or (iv) independently acquired or developed without use of Confidential Information of the disclosing party.

(f) Notwithstanding anything to the contrary above, if any judicial, legislative, or administrative body or taxing authority requests or threatens to compel disclosure of Confidential Information, then unless otherwise legally prohibited, the receiving party will promptly notify the disclosing party and will comply with reasonable requests of the disclosing party (at disclosing party's expense) to assist disclosing party in obtaining a protective order and to prevent or minimize the disclosure of any Confidential Information. The receiving party may then disclose Confidential Information only if, and to the extent, required by law or applicable regulation.

(g) Neither party will be deemed in violation of the obligations in this Section to the extent disclosing Confidential Information in connection with potential disclosures under the foregoing subsection, to representatives or advisors, who are subject to obligations of confidentiality.

**7. Personally Identifiable Information.** (a) To the extent Studer has access to personally identifiable information (“**PII**”), Studer agrees to use such information only for the purpose of this Agreement and as Client directs. Studer does not intend to collect or process PII from or about individuals under 16 years of age, nor does Studer intend to collect or process highly sensitive, financial, or health-related PII, and Client will not deliver such information to Studer.

(b) Client and Studer will comply with all applicable laws relating to privacy and the protection of PII.

(c) If required, a data processing agreement, data transfer agreement, or similar addenda will set out the terms and conditions of the processing of personal information/data.

(d) Studer may, pursuant to the following terms, perform data analytics on Client Data that is identifiable and non-identifiable.

(i) Data analytics performed on identifiable Client Data will be for Client's exclusive benefit (and not shared with any third party). Client hereby grants Studer a perpetual, irrevocable license to use the identifiable Client Data for such purposes.

(ii) For the enhancement of Services (e.g., benchmarking, insights, market trends) Client permits Studer to use deidentified Client Data and aggregated Client Data (collectively, “**De-Identified Data**”) for Studer's own purposes and with other Studer data sources, provided that in any event such data cannot reasonably be used to identify Client or any individual person. Studer will not use any information or data that could reasonably be used to identify Client or any individual person without the prior written consent of Client or the individual, as applicable.



(iii) Client acknowledges that Studer is the owner of De-identified Data, and that Studer may use De-identified Data for its business purposes.

**8. Termination.** (a) Either party may terminate this Agreement without cause upon 30 days' advance written notice to the other party.

(b) Either party may terminate this Agreement for cause if the other party materially breaches the terms of this Agreement and fails to cure such breach within fifteen (15) days of receiving written notification of such breach.

(d) The termination becomes effective on the last day of the advance notice period required above, or such other date as agreed by the parties (the "**Termination Date**").

**9. Effect of Termination.** (a) If this Agreement is terminated for convenience by either party, Client will pay Studer for all Services rendered, Studer Materials provided, expenses incurred, contingent fees earned (if applicable), termination fees (if applicable), or commitments made by Studer through the Termination Date in accordance with this Agreement.

(b) If this Agreement is terminated for cause by Client, Client will pay Studer for all conforming Services rendered, Studer Materials provided, and reasonable expenses incurred through the Termination Date in accordance with this Agreement.

(c) If this Agreement is terminated for cause by Studer, all rights granted to Client in this Agreement for continued use of the Services and the Studer Materials under Section 2 will terminate as of the Termination Date.

(d) If this Agreement expires or is terminated for any reason, all license rights or other rights granted to Client in the Agreement for access to software or online resources will be extinguished contemporaneously with the termination unless other valid terms exist between Client and Studer governing such rights.

(e) The following rights and obligations expressly survive termination of this Agreement: (i) payment for Services rendered, (ii) confidentiality, (iii) indemnification, and (iv) any other provision intended by its express terms or nature and context to survive the expiration or termination of this Agreement.

**10. Indemnification.** (a) To the extent permitted by law, each party (each, an "Indemnifying Party") will hold harmless and indemnify the other, its parent and affiliated companies and their respective officers, directors, employees, contractors, and agents (each, an "Indemnified Party") against any and all direct loss, liability, damage, or expense, including actual attorneys' fees reasonably incurred ("**Claim**") brought by a third party against the Indemnified Party for injury or death of any person, or damage to real or tangible personal property of the Indemnified Party, arising out of or in connection with willful misconduct or negligent acts or omissions of the Indemnifying Party's employees, contractors, or agents, regarding the performance of, receipt of, and use of, the Services provided. However, neither party will be indemnified for any Claim to the extent resulting from its

negligence or willful misconduct. The Indemnifying Party will have the right to participate in the defense of any Claim at its own expense.

(b) To the extent permitted by law, each party will defend, indemnify, and hold harmless the Indemnified Party against any third-party claim arising from the Indemnifying Party's violation of any U.S. copyright, trademark, patent or other U.S. intellectual property rights (an "**IP Claim**"). For any IP Claim, Studer may, at its option, (i) modify such Studer Materials to cure the intellectual property right infringement; (ii) procure for Client the right to continue using the Studer Materials pursuant to this Agreement; (iii) provide an alternative means of offering the Studer Materials; or (iv) terminate access to the infringing Studer Materials and refund to Client any amounts paid with respect to such Studer Materials.

(c) The foregoing obligations of defense and indemnity are conditioned on the party seeking defense and indemnification: (i) promptly notifying the indemnifying party in writing of such Claim or IP Claim; (ii) giving the indemnifying party sole control of the defense of the Claim or IP Claim and any related settlement negotiations; and (iii) cooperating and, at the indemnifying party's request and reasonable expense, assisting in such defense.

(d) The parties acknowledge and agree that from time to time the parties may be subject to subpoenas or other legal requests for production as a result of the relationship created by this Agreement, including requests made in connection with litigation or other dispute, governmental hearings, investigation or other administrative actions (the "**Proceedings**"). In such event, the party subject to such Proceedings shall indemnify, defend, and hold harmless the other with respect to all costs incurred and claims resulting from the Indemnified Party's response to or compliance with any such subpoena, document request, or similar order.

**11. Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, EXCEPT IN CONNECTION WITH ANY BREACH OF CONFIDENTIALITY OR OBLIGATION OF DEFENSE AND INDEMNITY HEREUNDER:

(a) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY TYPE OF DAMAGES FOR ANY AND ALL CLAIMS, IN AGGREGATE, IN EXCESS OF THE AMOUNT OF SERVICE PROVIDER'S FEES THAT WOULD BE DUE AND PAYABLE UNDER THE ENGAGEMENT LETTER FROM WHICH THE CAUSE OF ACTION AROSE.

(b) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OR LOSS, OR ANY LOST PROFITS, SAVINGS OR BUSINESS OPPORTUNITY, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES.

**12. Equitable Relief.** Studer is entitled to equitable relief, including without limitation, injunctive relief and specific performance, in the event of a breach or threatened breach of the confidentiality obligations and licenses granted to Client in this Agreement and its attachments. Studer may seek equitable relief in addition to all other remedies available at law or in equity without the requirement to prove actual damages.

**13. Force Majeure.** (a) Neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for payment obligations) on account of events of circumstances beyond the reasonable control of such party, including strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, epidemics, war, governmental action, labor conditions, earthquakes, material shortages (“**Force Majeure Event**”).

(b) Upon occurrence of a Force Majeure Event, the non-performing party will promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. During a Force Majeure Event, the nonperforming party will use reasonable efforts to limit damages to the performing party and to resume its performance under this Agreement.

**14. Suspension.** Studer reserves the right to suspend Services in the event of non-payment, breach of rights to use Studer Materials or confidentiality obligation, or other material breach. In the event of suspension, Studer will not be liable for any resulting loss, damage, or expense connected with such suspension.

**15. No Relationship, Limited Authority.** (a) Nothing in this Agreement creates any special relationship between the parties, such as a partnership, joint venture, franchise, or employee/employer relationship.

(b) Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner. However, if it is appropriate in the provision of Services that Studer review and analyze confidential information of a third party related to contracts between Client and its suppliers, manufacturers or other vendors, Client hereby designates Studer as its representative and agent as necessary for such limited purpose.

**16. Client Policies.** If Studer personnel are required to comply with Client policies, and Studer’s policies conflict with Client policies, the parties will work to determine an appropriate solution to ensure that Studer’s personnel will not be subject to conflicting policies.

**17. Personnel.** Studer retains the right to assign and reassign its personnel, as appropriate, to perform the Services.

**18. Subcontract.** Studer may use subcontractors in the performance of its Services; *however*, Studer remains at all times liable for the acts and omissions of such subcontractors to the extent Studer would have had liability to Client if Studer had directly committed such acts or omissions directly.

**19. Reference.** Client agrees that Studer may refer to Client as a recipient of the Services and may provide Client’s name and a general description of the engagement in Studer’s client lists or marketing materials. Client will notify Studer of, and Studer will comply with, any rules or requirements regarding the use of Client’s name and logo in such communications. Any goodwill arising from such use inures solely and exclusively to the benefit of Client, and Studer acquires no rights in any trademarks rights of Client based on such use.

**20. Assignment.** Each party may, without the prior written consent of the other party, assign this Agreement to a successor-in-interest or to an entity that acquires all or substantially all of such party's assets, or ownership of a majority of such party's voting equity, in connection with a merger, consolidation, or acquisition, *however*, the scope of the SOW will remain limited to the facilities, usage limits, affiliates or number of users, as applicable, identified in the SOW and will not be expanded due to any assignment of this Agreement as described above. Notwithstanding the foregoing, the non-assigning party may require successors for the assigning party to provide written affirmation of the assigning party's obligations under this Agreement.

**21. Waiver.** No waiver of any breach of any provision of this Agreement constitutes a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof. No term of this Agreement will be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

**22. Modification.** This Agreement supersedes all prior oral and written communications between the parties with respect to the subject matter of this Agreement, and may be amended, modified or changed only in a writing signed by both parties.

**23. Dispute Resolution.** (a) This Agreement is governed by and construed in accordance with the laws of the State of Delaware without giving effect to conflicts of law rules.

(b) Any controversy or claim arising out of or relating to this Agreement or any breach thereof will be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Any arbitration will be conducted in Littleton, Colorado. Any arbitration award may be entered in and enforced by any court having jurisdiction thereof, and each party hereby irrevocably consents and commits itself to the jurisdiction of the federal and state courts located within the state of Colorado for purposes of enforcement of any arbitration award. Except as may be required by law, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Each party will bear its own costs for any dispute, including attorneys' fees.

(c) Notwithstanding the foregoing, the parties will in good faith and for thirty (30) days attempt to resolve any dispute or disagreement arising out of or relating to this Agreement by face-to-face negotiations between an authorized representative of each party. Neither party, however, will be required to pursue this informal dispute resolution process in the event of a dispute regarding an alleged payment, a breach of confidentiality obligations or a violation of intellectual property rights if the party has reason to believe that the delay caused by the informal dispute resolution process would materially harm it.

**24. Notice.** All notices or demands required hereunder will be in writing and will be served by nationally recognized overnight courier service and will be deemed delivered on the date that the overnight shipping company registers delivery to the appropriate party at the address stated in the

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Engagement Letter, his or her successor, or other designee or officer of the party with a copy to: Chief Executive Officer, Studer Education LLC, 6732 W Coal Mine Ave, Unit 501, Littleton, CO 80123.

**25. Binding Effect.** (a) If any portion of this Agreement is held invalid, such invalidity will not affect the validity of the remaining portions of the Agreement and the parties will substitute for any such invalid portion, a provision that best approximates the effect and intent of the invalid provision.

(b) The provisions of this Agreement will be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

\* \* \*