



BSN SPORTS is pleased to offer North Oldham Middle School the BSN SPORTS REWARDS PROGRAM for the purchase and supply of athletic apparel and equipment.

North Oldham Middle School will receive \$15,000 in the form of Product at Retail from BSN Sports for the length of the agreement (at retail price):

Annual Guarantee Term	Amount
Year 1	\$5,000
Year 2	\$5,000
Year 3	\$5,000

North Oldham Middle School will receive the following rebate on all purchases made through BSN for the length of the agreement (at retail price):

Annual Spend Amount	Annual Rebate Amount
\$50,000	3%
\$75,000	5%
\$100,000	7%

Other Incentives:

- **Loyalty Bonus: \$4,980.** This is 2% retention bonus based on total spend during the agreement. This is in promotional product at retail pricing. Allotment to be used before 12.31.25
- BSN SPORTS will provide and service at no charge a Sideline Store, a 365/24 e-commerce platform. The sideline store will provide a 10% annual rebate on all purchases through the Sideline Stores.

BSN Sports Product Pricing:

- Nike Team Apparel/Stock Uniforms **35% off retail price**
- adidas Team Apparel/Stock Uniforms **35% off retail price**
- Under Armor Team Apparel/Stock Uniforms **30% off retail price**
- BSN Sports Equipment Products **15% off catalog price**
- BSN Sports Catalog Branded Products (marked with *) **10% off catalog price**

Discount terms based on pricing table:

BSN VICTORY Uniforms, Custom uniforms, decorated apparel from other manufacturers, and footwear will be at the then-current team discount pricing.

Shipping:

- The Athletic Program will be quoted freight charges on all orders.

My Team Shop: BSN SPORTS' online player pay site is required to be used by all varsity programs. Other programs including club sports, intramurals and other organizations will be encouraged to participate. My Team Shop products may be discounted less than team sales pricing. My Team Shop sales will be included in the Spending Level Totals and are a great way to maximize rebate amounts.



Terms and Conditions:

- All athletic purchases will be made through BSN SPORTS.
- The school and related Athletic Programs must be current on all payment obligations to BSN to be eligible for the Product Rebate.
- Disclosing any of this information outside of the above parties could make the agreement null and void.
- Only products purchased through BSN SPORTS at the above discounts will be eligible for the Product Rebate.

Length of Agreement: 5 Year(s) – 2025-2030 (August 01-July 31)

The duration of this agreement is five (5) years from **August 1st, 2025 to July 30th, 2030** (“Term”). BSN SPORTS and North Oldham Middle School will meet in 2029 to discuss signing an extension to this agreement. BSN SPORTS has the right to match any other offers. This agreement can be cancelled by North Oldham MS or BSN SPORTS and that would have to be submitted in writing on or before May 31st of any of the agreement years.

Signature

North Oldham Middle School

Date: _____

Signature: _____

Print Name: _____

Title: _____

BSN Sports

Date: _____

Signature: _____

Print Name: _____

Title: _____



Order Form (#Q-104340) (Service Account Number: 313217)

Amendment - Oldham County Schools

Account Rep	Maya Arastuie	Customer	Oldham County Schools
Email	mahya.arastuie@smarsh.com	Service Address	6165 W Highway 146 Crestwood, Kentucky 40014-9531
Company	Smarsh Inc.	Billing Contact	SHI International Billing
Prepared on	11-Jul-2025	Contact Phone	
Valid until	02-Aug-2025	Contact Email	vendor_invoices@shi.com
Start Date	Upon Execution Date	Technical Contact	Trey Greenwell
Renewal Date	25-Jun-2026		
Billing Frequency	Annual		
Order Type	Amendment		

Services	Unit Price	Prorated Unit Price	Minimum Quantity	Prorated Minimum Commitment
Data Management				
Import/Migration Storage (GB) - Professional Archive	1.75	\$1.71	1300	\$2,224.82
Import Fee - Professional Archive			1300	\$13,000.00
Prorated Recurring Service Fee Subtotal				\$2,224.82
One-Time Fees Subtotal				\$13,000.00
Total				\$15,224.82

Notes

All prices quoted are before tax. Applicable taxes will be added at time of invoicing. If you are tax exempt, please send a current copy of your tax-exempt certificate to accounting@smarsh.com



Terms & Conditions

The Services ordered under this Order Form may be (1) Historical Access, (2) Data Imports, (3) Data Exports, and/or (4) Professional Services and are subject to the following terms, as applicable:

- Historical Access Services: <https://www.smarsh.com/legal/HistoricalAccessAgreement>
- Data Exports, Data Imports, and Professional Services:
 - <https://www.smarsh.com/legal/ServiceAgreement>; and
 - the Statement of Work ("SOW") attached to this Order Form.

The applicable terms specified above and this Order Form (including the SOW) are, collectively, the "Agreement." For Historical Access Services, the Initial Term of the Services will begin on the date this Order Form is executed and continue for the Term of the Agreement specified above. The Historical Access Services will be subject to renewals as specified in the Agreement.

"**Historical Access Fees**" are the Fees charged for access to the Connected Archive (i.e., Professional Archive or Enterprise Archive) and all previously archived Client Data. Historical Access Fees are invoiced on an annual, up-front basis or a monthly basis in arrears, as specified on page 1 of this Order Form. "**Data Export Fees**" are the one-time Fees charged for Smarsh to perform a data export from the Connected Archive on Client's behalf. "**Data Import Fees**" are the one-time Fees charged for Smarsh to convert (if applicable) and ingest data from Client's removable media into the Connected Archive. Data Export Fees and Data Import Fees are invoiced in arrears and are charged as a flat rate or on a per TB or per GB basis as specified on page 1 of this Order Form. "**Professional Services Fees**" are the Fees charged for hourly, monthly, or flat rate professional services and are invoiced in arrears unless specified otherwise in the applicable SOW.

Information about Smarsh data privacy compliance is available at www.smarsh.com/legal.



Media Handling Terms

This Order Form is effective on the date last executed by a party below ("**Order Form Effective Date**"). The import, migration, or export of data services ("**Media Handling Services**") set forth in this Order Form are subject to (i) the terms and conditions set forth in this Order Form (ii) to the extent applicable, a separate Statement of Work covering the implementation of such Media Handling Services ("**SOW**"), and (iii) the terms of the Service Agreement between Smarsh Inc. and Client related to the Media Handling Services, or in the case where no Service Agreement exists between the Client and Smarsh, the terms located at www.smarsh.com/legal/ServiceAgreement (the "**Agreement**"). In the event of a conflict between the terms of this Order Form and the Agreement, the terms of this Order Form shall control with respect to the Media Handling Services. In the event of a conflict between the terms of this Order Form and the applicable Statement of Work, the terms of the Statement of Work shall control.

Media Handling Services

Smarsh will perform the Media Handling Services set forth in this Order Form subject to the terms of this Order Form. All fees and expenses for such work are set forth in this Order Form, or the SOW.

For imports that are not subject to a separate SOW, Client authorizes and instructs Smarsh to import the data set forth on the portable media device sent to Smarsh by the Client ("**Physical Media**") (all such data as "**Covered Data**") into Client's software archive. Client hereby represents and warrants that: (i) Client is the lawful and rightful owner of the Covered Data, (ii) Client has all right, title, and interest in the Covered Data, and there are no restrictions on its use; (iii), the Physical Media sent to Smarsh by Client containing the Covered Data is protected using password protection and encryption, and (iv) Smarsh shall not be responsible or liable for any damages (direct or indirect) arising out of the Covered Data, including without limitation its use, processing, or import into Client's software archive. Smarsh will notify Client when Smarsh completes the requested import of Covered Data. Client will have 5 days to review and approve the import of Covered Data. If Client does not confirm acceptance during this five-day period, the import work will be deemed to be accepted by the Client. Any work to be performed by Smarsh for Client following this 5-day period will be considered additional professional services and will require an additional Order Form or Statement of Work.

Media Resolution by Smarsh

Upon completion of the Media Handling Services, Smarsh will send to the Client (at the email in this Order Form) a media resolution form ("**Media Resolution Form**") upon which Client may elect for its Physical Media (or such media set forth in the SOW) to be stored, returned or destroyed by Smarsh. Client agrees to complete the Media Resolution Form with undue delay, and in no event later than 30 days after Smarsh sends such Media Resolution Form to Client. **If Client fails to complete and return the Media Resolution Form within thirty (30) days**, Client authorizes Smarsh to (i) store the Physical Media for a period up to six (6) months ("**Storage Period**"), (ii) after the expiration of the Storage Period, destroy the Physical Media using commercially reasonable destruction methods. Smarsh will invoice for, and Client agrees to pay, the media storage, media return, and/or media destruction fees as set forth below.

Smarsh will not be responsible or liable to the Client or any third party for any damages that may arise from or are related to Smarsh's storage, return, or eventual destruction of Covered Data.

Storage, Return, and Destruction Fees*

Media Storage – Onetime fee of \$120 per piece of media.

Media Destruction – Onetime fee of \$100 per device

Media Return – Onetime fee of \$50 per device, plus applicable shipping fees.

**The Pricing on this order form only covers the data migration services set forth herein, and the migrated data may be subject to additional storage fees on once ingested into the applicable service platform or archive*



Purchase Order Information

Client to Complete:

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

No

Yes – Please complete below

Upon signature by Client and submission to Company, this Order Form shall become legally binding unless Company rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

Client authorized signature

By Claudette Y. Herald Name: Claudette Y. Herald
Date: 8.4.25 Title: Superintendent

Permanent Agreement for SCN Participation

STATEMENT OF PURPOSE:

The Permanent Agreement is a legally binding agreement between the Division of School and Community Nutrition (SCN) and the sponsor. The agreement includes the Child Nutrition Programs in which the sponsor participates and is signed by the Principal Officer (Owner, CEO, Superintendent, etc.) and the Board Chair, if applicable. The Permanent Agreement must be completed before Child Nutrition Program participation can be approved by SCN.

ORIGINAL OR AMENDED AGREEMENT (completed by the sponsor):

Please signify below if the Agreement is for a new sponsor or an amendment to a previously submitted agreement.

_____ New Sponsor

Amendment to Existing Sponsor – Please specify changes below (Example – Change/Addition of Program, New Superintendent/CEO): New Superintendent and Board Chair

COMPLETION INSTRUCTIONS BY THE SPONSOR:

Page 1 Participant Name – This is the legal name of the sponsor (as registered with Finance and the eMARS statewide accounting system.) The same Participant name will be added to the first sentence of the first paragraph of the Permanent Agreement “The Kentucky Department of Education (KDE), and _____.”

CNIPS Agreement Number – For new sponsors, the CNIPS agreement number will be added by SCN. For existing sponsors, the CNIPS Agreement Number is the 5-digit number assigned by SCN.

Page 2 Program Designation – At the bottom of page 2, sponsors are to mark **ALL** programs in which the sponsor participates. For existing sponsors adding an additional Child Nutrition Program, please mark ALL programs in which the sponsor currently participates as well as the program being added.

Page 16 Signatures – The Permanent Agreement shall be signed by the Principal Officer and Board Chair if applicable.

• **Examples of signature required:**

- School Nutrition Program (school district) – superintendent and board chair if applicable.
- Child and Adult Care Food Program Sponsor – superintendent, center owner or CEO, and board chair if applicable.
- Summer Food Service Program Sponsor – superintendent or CEO/Executive Director, and board chair if applicable.
- *The Permanent Agreement CANNOT be signed by a school district Food Service Director, child care center director or manager (if not the center owner).*

In the event of a change in the Principal Officer, an updated agreement with the original signature of the Principal shall immediately be sent to SCN.

SUBMISSION OF THE PERMANENT AGREEMENT TO SCN:

Upon completion, mail originally signed the document to the address below. Scanned or faxed copies WILL NOT be accepted by SCN.

Kentucky Department of Education
Division of School and Community Nutrition
300 Sower Blvd, 5th Floor
Frankfort, KY 40601

FOR SCN STAFF USE ONLY – Signify with initials and date

_____ **Page 1 Participant Name** – Correct Legal Name and CNIPS Number

_____ **Page 2 Program Designation** – All Programs correctly marked and/or updated

_____ **Page 16 Signatures** – Correct, original signatures as listed above

If any of the information submitted is incorrect, please notify the sponsor and request the corrected information.

Once the information has been verified, please forward to the SCN Division Director to be signed.

**KENTUCKY DEPARTMENT OF EDUCATION
SCHOOL AND COMMUNITY NUTRITION
PERMANENT AGREEMENT**

Participant Name

CNIPS Agreement Number

**National School Lunch Program, School Breakfast Program,
Summer Food Service Program, Child and Adult Care Food Program and
Special Milk Program**

The Kentucky Department of Education (KDE), and _____, hereinafter referred to as Participant, do hereby make and enter into this Agreement (Agreement), as required by the National School Lunch Act, the Child Nutrition Act, as amended, and the following program regulations: the National School Lunch Program (NSLP), 7 Code of Federal Regulations (CFR) Part 210; the School Breakfast Program (SBP), 7 CFR 220; the Summer Food Service Program (SFSP), 7 CFR Part 225; the Child and Adult Care Food Program (CACFP) 7 CFR Part 226 and the Special Milk Program (SMP), 7 CFR 215; Determining Eligibility for Free and Reduced Priced Meals and Free Milk in Schools, 7 CFR 245.

The terms of this Agreement and the detailed information contained in the Child Nutrition Information and Payment Systems (CNIPS) sponsor application packet, including all forms, checklist items, and other documentation necessary for review and approval for participation within any of the child nutrition programs as listed under Section II, shall be considered a part of this Agreement, and shall not be modified or changed in any other way than by consent in writing of both parties hereto.

I. DEFINITIONS

For purposes of this Agreement:

“Participant” shall mean (1) a school food authority, which means the governing body which is responsible for the administration of one or more schools and has the legal authority to operate the Programs therein or be otherwise approved by the United States Department of Agriculture’s (USDA) Food and Nutrition Service (FNS); (2) an institution, which means a sponsoring

organization, child care center, at-risk after school care center, outside-school-hours care center, emergency shelter or adult day care center which enters into an agreement with KDE to assume final administrative and financial responsibility for CACFP operations; or (3) a sponsor of the SFSP, which means a public or private nonprofit school food authority, a public or private nonprofit residential summer camp, a unit of local, municipal, county or State government, or a private nonprofit organization which develops a special summer or other vacation program providing food service similar to that made available to children during the school year under the NSLP and SBP and which is approved to participate in the Program.

“School Nutrition Programs” shall mean all services provided under the authority of the NSLP, and the SBP.

All other terms in this Agreement have the same meaning as they are defined in the program statutes and program regulations.

II. PROGRAM DESIGNATION

The above named Participant applies for, and agrees to operate the Program(s) listed below, which are indicated by an (X) in the applicable box(es). If Participant decides to discontinue or begin operating any of these programs after signing this Agreement, Participant must provide KDE advance written notice, including the proposed effective date of the change. Upon approval of the request, KDE will, at KDE’s option, enter into a new agreement with Participant or amend this Agreement. If KDE terminates Participant from one or more of the programs Participant is operating, but allows Participant to continue operating other programs, at KDE’s option, Participant must enter into a new agreement with KDE to operate the remaining programs or amend this Agreement to state which programs Participant will continue to operate.

- National School Lunch Program
- School Breakfast Program
- Summer Food Service Program
- Child and Adult Care Food Program
- Special Milk Program

III. CONTRACT PROGRAM ADMINISTRATION AND FINANCIAL MANAGEMENT

- A. Participant will comply with all laws and regulations applicable to its designated program, as well as 7 CFR Parts 245 and 250, as amended, 2 CFR Part 200, and FNS instructions, policy memoranda, guidance and other written directives interpreting the statutes and regulations applicable to the programs, and state rules, regulations, policies and procedures as issued and amended by KDE. The Participant agrees to submit to all 702 KAR Chapter 6 regulations regardless of school type or institution (private, parochial, church school, or any other type of institution). Participant further agrees to comply with all state rules, regulations, policies, and procedures as issued by KDE to this extent those state rules, regulations, policies, and procedures are consistent with federal law and USDA has given KDE the authority to enforce same. Participant further agrees to perform as described in application documents, policy statements and supporting documents, and approved amendments to the application or this Agreement for participation in designated programs.
- B. Participant accepts final administrative and financial responsibility for management of a proper, efficient and effective food service operation in each school, summer feeding site and child and/or adult care facility operated or sponsored by the Participant. The Participant will also be responsible for any audit exceptions or payment deficiencies found by KDE, KDE representatives or USDA as a resulting of monitoring or auditing of the Participant and/or the Participant's subParticipants. Furthermore, the Participant will be responsible for the collections and payback of any amount paid in excess of the proper claim amount.
- C. If Participant participates in the **School Nutrition Programs**, Participant agrees that for each participating school under its jurisdiction, it will conduct the Programs in accordance with State and Federal regulations, and specifically, will conform to the following requirements in the conduct of each Program (unless the requirement is restricted to a particular program):
1. Maintain a nonprofit school food service and observe the requirements for and limitations on the use of nonprofit school food service revenues set forth in 7 CFR 210.14 and the limitations on any competitive school food service set forth in 7 CFR 210.11;

2. Use Program income only for Program purposes. Such income shall not be used to purchase land, to acquire or construct buildings, or to make alterations of existing buildings. Certain renovations may be allowable if prior written approval has been granted by the state agency;
3. Maintain a financial management system as prescribed by state and federal laws and regulations and comply with the requirements of USDA's regulations regarding financial management;
4. Claim reimbursement at the assigned rates only for reimbursable free, reduced-price and paid meals served to eligible children in accordance with 7 CFR Part 210. The school food authority (superintendent or authorized representative) signing the claim shall be responsible for reviewing and analyzing meal counts to ensure accuracy as specified in 7 CFR 210.8. Failure to submit accurate claims will result in recovery of an over claim and may result in the withholding of payments, suspension or termination of the program. If failure to submit accurate claims reflects embezzlement, willful misapplication of funds, theft, or fraudulent activity, the penalties specified in 7 CFR 210.26 and below shall apply:

Whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property provided under this part whether received directly or indirectly from USDA shall:

- a. If such funds, assets, or property are of a value of \$100 or more, be fined no more than \$25,000 or imprisoned not more than 5 years or both; or,
- b. If such funds, assets, or property are of a value of less than \$100, be fined not more than \$1,000 or imprisoned not more than 1 year or both.

Whoever receives, conceals, or retains for personal use or gain, funds, assets, or property provided under this part, whether received directly or indirectly from USDA, knowing such funds, assets, or property have been embezzled, willfully misapplied, stolen, or obtained by fraud, shall be subject to the same penalties;

5. A final claim for reimbursement shall be submitted through the online reporting system to SCN no later than 11:59 p.m. eastern time on the 15th of the month following the month covered by the claim to be considered a timely filing. Claims not submitted by the claims deadline shall not be considered a timely claim by SCN. A request for

waiver may be submitted in writing to the SCN's Division Director with the reason for the late claim filing clearly specified. Corrected claims shall be submitted on or before the 30th of the month following the month covered by the claim to be considered a timely filing and shall be accompanied by a completed Corrective Action Plan. Original or revised claims not received within the required timeframe require special processing for reimbursement and must comply with USDA regulations governing late and/or amended claims. Original or amended claims received late that meet USDA regulations are not guaranteed to be reimbursed and will only be paid if funds are available.

6. Upon request, make all accounts and records pertaining to its school food service program available to KDE and to USDA for audit or review, at a reasonable time and place. Such records shall be retained for a period of three years after the date of the final Claim for Reimbursement for the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the audit findings raised by the audit;
7. Limit its net cash resources to an amount that does not exceed 3 months average expenditures for its nonprofit school food service or such other amount as may be approved in accordance with §210.19(a);
8. Serve lunches, during the lunch period which meets the minimum requirements prescribed in §210.10.
9. Price the meals as a unit;
10. Serve lunches/breakfasts free or at a reduced price to all children who are determined by the Participant to be eligible for such meals;
11. Meet the requirements specified in the school food authority's *Policy Statement for Free and Reduced-Price Meals* and all attachments therein,
12. Comply with the requirements of USDA's regulations regarding nondiscrimination (7 CFR Parts 15, 15a, 15b) and make no discrimination against any child because of his or her eligibility for free or reduced-price meals in accordance with said Policy Statement;
13. Maintain, in the storage, preparation and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations.

- Maintain necessary facilities for storing, preparing and serving food;
14. For NSLP only, enter into an agreement to receive donated foods as required by 7 CFR Part 250;
 15. Accept and use, in as large quantities as may be efficiently utilized in its nonprofit school food service, such foods as may be offered as a donation by USDA;
 16. Establish procedures that are necessary to control the sale of food in competition with the nonprofit food service programs in accordance with Program regulations and instructions;
 17. Count the number of free, reduced-price and paid reimbursable meals served to eligible children at the point of service or through another counting system if approved by KDE;
 18. Maintain files of the names of children currently approved for free meals through direct certification with the supporting documentation, as specified in §245.6(b)(5) of this chapter, which must be readily retrievable by school. Documentation for direct certification must include information obtained directly from the appropriate State or local agency, or other appropriate individual, as specified by FNS, that:
 - (i) A child in the Family, as defined in §245.2 of this chapter, is receiving benefits from SNAP, FDPIR or TANF, as defined in §245.2 of this chapter; if one child is receiving such benefits, all children in that family are considered to be directly certified;
 - (ii) The child is a homeless child as defined in §245.2 of this chapter;
 - (iii) The child is a runaway child as defined in §245.2 of this chapter;
 - (iv) The child is a migrant child as defined in §245.2 of this chapter; or
 - (v) The child is a Head Start child as defined in §245.2 of this chapter.
 19. Retain the individual applications for free and reduced-price lunches/breakfasts and meal supplements and direct certification documentation for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the applications shall be retained beyond the three year period as long as required for resolution of the issues raised by the audit;
 20. Agree to serve breakfast during a period designated as the breakfast period by the

school and to serve lunch during the period designated as the lunch period by the school which meet the minimum requirements prescribed in 2 CFR Parts 210 and 220;

21. No later than December 31 of each year, provide KDE with a the total number of children approved for free lunches and meal supplements, the total number of children approved for reduced price lunches and meal supplements, and the total number of children enrolled in the school food authority as of the last day of operation in October. Additionally, no later than December 31 of each year, provide KDE with a list of all elementary schools under its jurisdiction in which 50 percent or more of enrolled children that have been determined eligible for free or reduced price meals as of the last operating day the preceding October;
22. When available for the schools under its jurisdiction, and upon request of a sponsoring organization of day care homes of the CACFP, provide information on the boundaries of the attendance areas for the elementary schools identified as having 50 percent or more of enrolled children certified eligible for free or reduced price meals;
23. For school food authorities serving meal supplements during afterschool care programs shall agree to meet the following:
 - a) Serve meal supplements which meet the minimum requirements prescribed in 7 CFR § 210.10;
 - b) Price the meal supplement as a unit;
 - c) Serve meal supplements free or at a reduced price to all children who are determined by the school food authority to be eligible for free or reduced price school meals under 7 CFR Part 245; If charging for meals, the charge for a reduced price meal supplement shall not exceed 15 cents;
 - d) Claim reimbursement at the assigned rates only for meal supplements served in accordance with the agreement;
 - e) Claim reimbursement for no more than one meal supplement per child per day;
 - f) Review each Afterschool Care Program two times a year, with the first review occurring during the first four weeks that the school is in operation each school year, except that an Afterschool Care Program operating year round shall be reviewed during the first four weeks of its initial year of operation, once more during its first year of operation, and twice each school year thereafter; and,

- g) Comply with all requirements of this part, except that, claims for reimbursement need not be based on “point of service” meal supplement counts (as required by §210.9(b)(9)).
 - 24. Certify that each of the schools is nonprofit and exempt from federal income tax under the Internal Revenue Code, as amended.
 - 25. Comply with all applicable procurement regulations set forth in the 7 CFR Part 210 and 2 CFR Part 200.
 - 26. Comply with the Civil Rights Policy set forth in FNS 74 Federal-State Agreement Child Nutrition and Food Distribution Programs – D. Assurance of Civil Rights Compliance attached as **EXHIBIT A**; and
 - 27. Comply with the requirements of the Kentucky Administrative Regulations.
- D. If Participant is a Sponsor for the **SFSP**, Participant agrees that it will conduct the Program in accordance with State and Federal regulations, and specifically, will conform to the following requirements:
- 1. Operate a nonprofit food service during the period specified, as follows:
 - a) From May through September for children on school vacation;
 - b) At anytime of the year, in the case of Participant administering the Program under a continuous school calendar system; or,
 - c) During the period from October through April, if Participant serves an area affected by an unanticipated school closure due to a natural disaster, major building repairs, court orders relating to school safety or other issues, labor-management disputes, or, when approved by the State agency, a similar cause;
 - 2. If Participant is a school food authority, offer meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and offer the same meals to all children;
 - 3. If Participant is not a school food authority, serve meals which meet the requirements and provisions set forth in §225.16 during times designated as meal service periods by the sponsor, and serve the same meals to all children;
 - 4. Serve meals without cost to all children, except that camps may charge for meals served to children who are not served meals under the Program;
 - 5. Issue a free meal policy statement in accordance with §225.6(c);

6. Meet the training requirement for Participant's administrative and site personnel, as required under §225.15(d)(1);
7. Claim reimbursement only for the type or types of meals specified in the application and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the application and served without charge to children who meet the Program's income standards;
8. Claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children at approved sites during the approved meal service period, except that camps shall claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children who meet the specified in the agreement and served without charge to children who meet the Program's income standards. The agreement shall specify the approved levels of meal service for the sponsor's sites if such levels are required under §225.6(d)(2). No permanent changes may be made in the serving time of any meal unless the changes are approved by the State agency.
9. Obtain written approval from KDE to make permanent changes in the serving time of any meal;
10. Submit claims for reimbursement in accordance with procedures established by the State agency, and those stated in §225.9;
11. In the storage, preparation and service of food, maintain proper sanitation and health standards in conformance with all applicable State and local laws and regulations;
12. Accept and use, in quantities that may be efficiently utilized in the Program, such foods as may be offered as a donation by the USDA;
13. Have access to facilities necessary for storing, preparing, and serving food;
14. Maintain a financial management system as prescribed by the State agency;
15. Maintain on file documentation of site visits and reviews in accordance with §225.15(d)(2) and (3);
16. Upon request, make all accounts and records pertaining to the Program available to State, Federal, or other authorized officials for audit or administrative review, at a reasonable time and place;

17. Retain records for a period of 3 years after the end of the fiscal year to which they pertain, unless audit or investigative findings have not been resolved, in which case the records shall be retained until all issues raised by the audit or investigation have been resolved;
 18. Ensure children consume meals on site unless KDE allows certain foods to be taken off site for consumption; and
 19. Retain final financial and administrative responsibility for its program.
 20. Comply with all applicable procurement regulations set forth in the 7 CFR Part 225 and 2 CFR Part 200.
 21. Comply with the Civil Rights Policy set forth in FNS 74 Federal-State Agreement Child Nutrition and Food Distribution Programs – D. Assurance of Civil Rights Compliance attached as **EXHIBIT A**; and
 22. Comply with the requirements of the Kentucky Administrative Regulations.
- E. If Participant participates in the **CACFP**, Participant agrees that it will conduct the Programs in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:
1. Provide or accept responsibility for the provision of organized, non-residential day care and immediately report to the appropriate state agency, any suspected violations of licensing standards or suspected abuse of children or adults in centers (sponsored or independent) or day care homes;
 2. Accept financial and administrative responsibility for management of a proper, efficient, and effective food service, and will comply with all requirements under 7 CFR Part 226;
 3. Keep financial and supporting documents, statistical records, and any other records pertinent to the services for which a claim was submitted in the manner and detail prescribed by KDE. Unless otherwise provided by state or federal law, the records and documents will be kept for a minimum of 3 years after the end of the program year. If any litigation, claim, negotiation, audit, or other action involving these records begins before such period expires, Participant will keep the records and documents for until all audit findings, claims or litigation are resolved or until the end of the 3 year period, whichever is later. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into between KDE and the Participant. Participant will keep records of non-expendable property acquired under the contract for 3 years after final disposition of the

property;

4. Allow KDE and USDA officials and other appropriate officials determined by KDE to inspect facilities and records and to audit, examine, and copy records at any reasonable time, whether announced or unannounced. This includes access to all records of costs paid, even in part, by KDE. Records for the current year must be available on site. If records are not available, a disallowance will occur. KDE agrees that any KDE employee making such review shall show photo identification that demonstrates that he/she is an employee of KDE;
 5. Establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable federal law, rules, and regulations, as well as the applicable state law and regulations. The provision shall not be construed as limiting KDE's right of access to recipient case records or other information relating to clients served under this contract;
 6. Submit for KDE approval applications and agreements for any institution that receives CACFP reimbursement;
 7. Submit to KDE Division of School and Community Nutrition an amendment to its application or management plan, on KDE's form, when any change from information that was originally submitted in Participant's application occurs; and
 8. Comply with the Civil Rights Policy set forth in FNS 74 Federal-State Agreement Child Nutrition and Food Distribution Programs – D. Assurance of Civil Rights Compliance attached as **EXHIBIT A**.
 9. Comply with all applicable procurement regulations set forth in the 7 CFR Part 226 and 2 CFR Part 200.
 10. Comply with non-pricing regulations set forth in 7 CFR 226.23(b)
- F. A school food authority or child care institution, as defined in 7 CFR Part 215, participating in the **SMP** agrees that it will conduct the SMP in accordance with State and Federal regulations, and, specifically, will conform to the following requirements:
1. Operate a nonprofit milk service;
 2. If electing to provide free milk, serve milk free to all eligible children, at times that milk is made available to non-needy children under the SMP and make no

- discrimination against any needy child because of inability to pay for the milk;
3. Comply with the Civil Rights Policy set forth in FNS 74 Federal-State Agreement Child Nutrition and Food Distribution Programs – D. Assurance of Civil Rights Compliance attached as **EXHIBIT A**.
 4. Claim reimbursement for milk, as defined in 7 CFR Part 215, and in accordance with the provisions of 7 CFR §§ 215.8 and 215.10;
 5. Submit Claims for Reimbursement in accordance with § 215.10 of this part and procedures established by KDE or FSNRO where applicable;
 6. Maintain a financial management system as prescribed by KDE or FSNRO where applicable;
 7. Upon request, make all records pertaining to the SMP available to KDE, USDA or OA for audit and administrative review, at any reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit;
 8. Retain the individual applications for free milk submitted by families for a period of three years after the end of the fiscal year to which they pertain, except that if audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for resolution of the issues raised by the audit.
 9. Provide the same meal to all enrolled individuals at no additional cost above tuition as per the nonpricing program regulation set forth in 7 CFR 226.23(b).
 10. Comply with all applicable procurement regulations set for in the 7 CFR Part 215 and 2 CFR Part 200.

IV. KDE CLAIMS PAYMENT

KDE will, subject to federal appropriation and availability to KDE of sufficient funds for the applicable program, make program payment to Participant in accordance with the terms of this

Agreement. During any fiscal year, the reimbursement paid shall be established in conformance with applicable federal regulations. No reimbursement shall be made for performance under this Agreement occurring prior to: (a) the effective date of this Agreement; or (b) upon signature by appropriately authorized representatives of both Parties as specified in section X of this Agreement, whichever is later.

V. AUDITS AND INVESTIGATIONS

Participant understands that acceptance of funds under this Agreement acts as acceptance of the authority of KDE, or KDE's designee, to conduct an audit or investigation in connection with those funds. Participant further agrees to cooperate fully with the KDE or its designee in the conduct of the audit or investigation, including providing all records requested. Participant will ensure that this clause concerning the authority to audit or investigate funds received indirectly by subParticipants through Participant and the requirement to cooperate is included in any subcontract it awards.

Participant also acknowledges that all school districts and non-profit institutions are subject to 2 C.F.R. Part 200. Participant further acknowledges that 2 C.F.R. § 200.501 gives the KDE discretion to require annual audits of for-profit institutions as well and Participant, therefore, agrees that it will abide by any and all audit policy memos issued by KDE.

VI. IMMIGRATION

Participant agrees to comply with the requirements of the Immigration Reform and Control Act of 1986 regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this Agreement.

VII. CERTIFICATIONS

Participant certifies that it will comply with (1) all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Participant further agrees that violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Participant certifies that it will not contract with parties included on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

Participant certifies that it will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) requiring that contractors that apply or bid for an award exceeding \$100,000 file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

VIII. AMENDED OR NEW STATUTES, REGULATIONS, INSTRUCTIONS, POLICY MEMORANDA, AND GUIDANCE

By continuing to operate covered programs after the enactment or issuance of any changed or new statutes or regulations applicable to the programs covered by this Agreement, and any changed or new instructions, policy memoranda, guidance, and other written directives interpreting these statutes or regulations, Participant agrees to comply with them.

If Participant does not wish to comply with any changes or new items, Participant must seek to terminate this Agreement in accordance with section VIII of this Agreement.

IX. SEVERABILITY

If one or more provisions of this Agreement, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Agreement and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

X. TERM AND TERMINATION

- A. This Agreement shall take effect upon signature by appropriately authorized representatives of both Parties.
- B. This Agreement may be terminated in accordance with the program laws and regulations, including 7 CFR Parts 210, 215, 220, 225, 226, 245 and 2 CFR Part 200. In addition to termination in accordance with the preceding, this Agreement may be terminated for any of the following reasons:
1. Termination by mutual agreement of the Parties. Such agreement must be in writing.
 2. Termination in the best interest of the State. KDE may terminate this Agreement at any time when, in its sole discretion, KDE determines that termination is in the best interest of the State of Kentucky. The termination will be effective on the date specified in a notice of termination from KDE.
 3. Termination for non-appropriation of funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by KDE are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then KDE will have the right to terminate this Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.
 4. Termination for Change in Ownership or Legal Identity of Institution. Participant understands and agrees that this contract is not transferable and that in the event of change in legal identity or ownership of Institution, this Contract will terminate.
 5. Termination for impossibility or unreasonableness. If federal or state laws or other requirements are amended or judicially interpreted so that the continued fulfillment of this Agreement, on the part of either party, is substantially unreasonable or impossible, or if the parties are unable to agree upon any amendment which would therefore be needed to enable the substantial continuation of the services contemplated by this Agreement then, the parties shall be discharged from any further obligations created under the terms of this Agreement, except for the equitable settlement of the respective accrued interest of obligations, including audit findings, incurred up to the date of termination.

XI. SIGNATURES

This Agreement establishes or continues the rights and responsibilities of KDE and Participant pursuant to Participant's participation in one or more of the above named programs as stipulated herein. By signing this Agreement, both parties are bound by its terms and conditions from its beginning effective date until terminated in accordance with this Agreement.

Participant certifies that all information submitted pursuant to this agreement is true and correct. Participant understands that the deliberate misrepresentation or withholding of information is a violation of this Agreement and may result in prosecution under applicable state and federal statutes.

The Parties hereto in their capacities stated, agree to all statements and conditions contained herein and are authorized to sign this Agreement on behalf of the entity stated herein below. The Parties affix their signatures and bind themselves for the faithful performance of the terms of this Agreement.

Agreement can be signed in parts.

PARTICIPANT

Claudette Z. Herald
Signature of Official authorized to sign contracts on behalf of the Participant

Date: 7-29-2025

Name of Official
(Please print or type)

Title of Official
(Please print or type)

BOARD GOVERNING PARTICIPANT
(If applicable)

CHE
Signature of Board Chair authorized to sign contracts on behalf of the full Board

Date: 7/29/25

Name of Board Chair
(Please print or type)

KENTUCKY DEPARTMENT OF EDUCATION

By: _____ Date: _____
KDE Representative

Revised April 2018

EXHIBIT A
ASSURANCE OF CIVIL RIGHTS
COMPLIANCE (FNS-74, D)

The Participant hereby agrees that it will comply with:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*);
- ii. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*);
- iii. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794);
- iv. Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);
- v. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189);
- vi. Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency." (August 11, 2000);
- vii. All provisions required by the implementing regulations of the Department of Agriculture (USDA) (7 CFR Part 15 *et seq.*);
- viii. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42 and 50.3);
- ix. Food and Nutrition Service (FNS) directives and guidelines to the effect that, no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this Agreement.
- x. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).

This assurance is given in consideration of and for the purpose of obtaining any and all Federal

financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the Participant agrees to compile data, maintain records, and submit records and reports as required, to permit effective enforcement of nondiscrimination laws and permit authorized USDA personnel during hours of program operation to review and copy such records, books, and accounts, access such facilities and interview such personnel as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the State agency, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the State agency and Participant.

Disclosure of Free and Reduced-Price Meal Status Agreement

Employee Name: Kirsten Yackey Title Assistant Principal
Office Address 6321 Veterans Memorial Pkwy.
Phone (502) 241-1452 Email Kirsten.Yackey@oldham.kyschools.us
Date of Request 3/22/24

I am requesting access to confidential Free and Reduced Price Meal Status information for the following program:

KSA Testing

My need for access to confidential Free and Reduced Price Meal Status for the above named program:

I have to make sure our F&R students are coded correctly for the assessment.

By signing this document, I agree to the following:

- I will not permit access to confidential free and reduced-price meal status information to persons not authorized by Carlina Loyd, Director of School Nutrition.
- I will maintain the confidentiality of the data. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign-on/passwords(s).
- I will not reveal any individually identifiable information furnished, acquired, retrieved, or assembled by me or others for any purpose other than the program/reason stated above.
- I will report any known instances of missing data, data that has been inappropriately shared, or data taken off site to Carlina Loyd, Director School Nutrition.
- This agreement will terminate upon relinquishing my duties with the above-mentioned program.

I understand and agree that children's free and reduced-price meal and free milk eligibility information obtained under provisions of the National School Lunch Act (42 USC 1751 et. seq.) or Child Nutrition Act of 1966 (42 USC 1771 et. seq.) and the regulations implementing those Acts is confidential information.

I understand that any person who publishes, divulges, discloses, or makes known in any manner, or to any extent not authorized by Federal law (Section 9(b) (2) (C) of the National School Lunch Act; 42 USC 1758(b) (2) (C)) or a regulation, any information about a child's eligibility for free and reduced price meals or free milk shall be fined not more than \$1,000 or imprisoned not more than 1 year or both.

The parties acknowledge that children's free and reduced price meal and free milk eligibility information may be used only for the specific purposes stated above; that unauthorized use of free and reduced price meal and free milk information or further disclosure to other persons or programs is prohibited and a violation of Federal law which may result in civil and criminal penalties.

Employee Signature Kirsten Yackey Date 3/22/24

School Nutrition Director Signature Carlina Loyd Date 3/25/24



MasteryPrep LLC
 7117 Florida Blvd.
 Baton Rouge, LA 70806
 United States

Order For: Lindsey Gilpin
 Offer Valid Through: 2/8/25
 Proposed By: Stacy Pearson
 Email: stacy.pearson@masteryprep.com
 Order Number: Q-00191

MASTERYPREP ORDER FORM

ADDRESS INFORMATION

Bill To: North Oldham High School-KY	Shipping Contact: Lindsey Gilpin
Billing Email: tiffany.roll@oldham.kyschools.us	Shipping Email: lindsey.gilpin@oldham.kyschools.us
Billing Street: 1815 S Highway 1793	Shipping Phone:
Billing City: Goshen	Shipping Street: 1815 S. Hwy 1793
State, ZIP Code: Kentucky , 40026-941	Shipping City: Goshen
	State, ZIP Code: Kentucky , 40026

CONTRACT TERMS

Contract Start Date: 8/7/25	Term Length: 1
Contract End Date: 8/6/26	Term Year: 1
Contract Type: Annual Pay	

NOTES

PRODUCTS	SALES PRICE	QUANTITY	AMOUNT
Product Training (Half-Day) - Virtual	\$386.00	1	\$386.00
Access for the ACT Unlimited License	\$8.95	720	\$6,444.00
Access for the Digital SAT Unlimited License	\$0.00	720	\$0.00
Annual Contract Amount			\$6,830.00

Invoicing and Payment Terms

Single Year Orders

Annual contract amount will be invoiced based on contract effective date.
All invoices will be payable in full 30 days after invoice date.

Terms

Term: MasteryPrep shall deliver and/or make available the Product Offerings for a period of 1 years, beginning on the Contract Start Date of 8/7/25.

Product Offerings: Customer was presented with all available Product Offerings from MasteryPrep (available as of the Start Date 8/7/25) and elected to purchase only those specific Product Offerings identified and priced on this Order Form.

Unused Product Offerings: All Product Offerings **must** be received and/or delivered during the Contract Term. If Product Offerings include any programs or classes, it is Client's sole responsibility to correspond with MasteryPrep to schedule such programs or classes during the Contract Term. Unless otherwise agreed upon, all purchased resources must be delivered or scheduled by the Customer within 60 days of purchase.

90 Day Return Policy for Print Materials: The customer may return any print materials within ninety (90) days of purchase for a full refund, provided that the items are returned in their original condition. This return policy applies exclusively to print materials and does not cover any damages or alterations caused by the customer. To initiate a return, the customer must contact our customer service team to obtain a return authorization at support@masteryprep.com. Shipping costs for the return will be the responsibility of the customer unless the return is due to an error on our part.

Purchase Order Information

Please provide your PO Number in the field below and send a copy of the signed PO to your MasteryPrep Account Representative.

PO Number: [REDACTED]

Purchase Order Delayed

No Purchase Order

By signing this Order Form, I am verifying that I have the authority to enter into business with MasteryPrep and will accept and pay invoices as outlined in the Invoicing and Payment Terms section above.

Once this Order Form is executed, all terms and conditions contained herein, along with those included in the Master Service Agreement ("MSA"), are in full effect and enforceable between the Parties.

This Order Form is governed by the terms of the MasteryPrep MSA found at <https://masteryprep.com/masteryprep-services-agreement>, unless: (i) Customer has a separate written MSA executed by MasteryPrep for such Services in which case such written MSA will govern.

Signature:

Claudette Z. Herald
BUTLER

Printed Name:

Claudette Herald

Title:

Superintendent

Date: 8/7/25



MasteryPrep LLC
 7117 Florida Blvd.
 Baton Rouge, LA 70806
 United States

Order For: Kerry-Lyn Potts
 Offer Valid Through: 8/30/25
 Proposed By: Stacy Pearson
 Email: stacy.pearson@masteryprep.com
 Quote Number: Q-02143

MASTERYPREP QUOTE

ADDRESS INFORMATION

Bill To: Oldham County High School-KY	Shipping Contact: Kerry-Lyn Potts
Billing Email: kerry.potts@oldham.kyschools.us	Shipping Email: kerry.potts@oldham.kyschools.us
Billing Street: 1150 N Highway 393	Shipping Phone:
Billing City: La Grange	Shipping Street: 1150 N. Highway 393
State, ZIP Code: Kentucky , 40031-966	Shipping City: Buckner
	State, ZIP Code: Kentucky , 40010

CONTRACT TERMS

Contract Start Date: 8/5/25	Term Length: 1
Contract End Date: 8/4/26	Term Year: 1
Contract Type: Annual Pay	

NOTES

PRODUCTS	SALES PRICE	QUANTITY	AMOUNT
Access for the Digital SAT Unlimited License	\$9.00	945	\$8,505.00
Digital SAT Product Training (Half-Day) - Virtual	\$500.00	1	\$500.00
Access for the ACT Unlimited License	\$0.00	945	\$0.00

Annual Contract Amount \$9,005.00

Invoicing and Payment Terms

Single Year Orders

Annual contract amount will be invoiced based on contract effective date.
All invoices will be payable in full 30 days after invoice date.

Terms

Term: MasteryPrep shall deliver and/or make available the Product Offerings for a period of 1 years, beginning on the Contract Start Date of 8/5/25.

Product Offerings: Customer was presented with all available Product Offerings from MasteryPrep (available as of the Start Date 8/5/25) and elected to purchase only those specific Product Offerings identified and priced on this Quote.

Unused Product Offerings: All Product Offerings **must** be received and/or delivered during the Contract Term. If Product Offerings include any programs or classes, it is Client's sole responsibility to correspond with MasteryPrep to schedule such programs or classes during the Contract Term. Unless otherwise agreed upon, all purchased resources must be delivered or scheduled by the Customer within 60 days of purchase.

90 Day Return Policy for Print Materials: The customer may return any print materials within ninety (90) days of purchase for a full refund, provided that the items are returned in their original condition. This return policy applies exclusively to print materials and does not cover any damages or alterations caused by the customer. To initiate a return, the customer must contact our customer service team to obtain a return authorization at support@masteryprep.com. Shipping costs for the return will be the responsibility of the customer unless the return is due to an error on our part.

Purchase Order Information

Please provide your PO Number in the field below and send a copy of the signed PO to your MasteryPrep Account Representative.

PO Number:

Purchase Order Delayed

No Purchase Order

By signing this Quote, I am verifying that I have the authority to enter into business with MasteryPrep and will accept and pay invoices as outlined in the Invoicing and Payment Terms section above.

Once this Quote is executed, all terms and conditions contained herein, along with those included in the Master Service Agreement ("MSA"), are in full effect and enforceable between the Parties.

This Quote is governed by the terms of the MasteryPrep MSA found at <https://masteryprep.com/masteryprep-services-agreement>, unless: (i) Customer has a separate written MSA executed by MasteryPrep for such Services in which case such written MSA will govern.

Signature:

Claudette Z. Herald

Name:

Claudette Herald

Title:

Superintendent

Date: 8/7/25



price quote/proposal

remit payment to
 WeVideo Inc.
 P.O. Box 103175
 Pasadena, CA 91109-3175
 Fax: 408-819-9441
 po@wevideo.com

5/23/2025 2:49:05

quote number: WVS-I-1174915

page 1 of 2

Date: 5/23/2025

Quote Expires: 12/31/2025

customer information:
 OLDHAM COUNTY SCHOOLS
 6165 W. Highway 146
 Crastwood, Kentucky 40014

WeVideo Contact:
 Andreea Negrea
 Andreea@wevideo.com
 Phone: +16508521649

Angie White
 angle.white@oldham.kyschools.us
 Director of Technology

Notes:
 WeVideo Renewal 2025

OLDHAM COUNTY SCHOOLS is presented with the following WeVideo for Schools subscription price proposal. With this agreement, OLDHAM COUNTY SCHOOLS is guaranteed the price below and is protected from annual price increases for the term of the agreement they choose. Upon receipt of this signed document and a district purchase order, OLDHAM COUNTY SCHOOLS receives 100% of purchased capacity. This offer is contingent on the signed acceptance of this proposal, which constitutes a commitment to pay for the subscription term chosen by OLDHAM COUNTY SCHOOLS below:

Item Description	Quantity	Unit Price	Total Price
30 users WeVideo for Schools Annual Subscription			\$392.70
Subtotal			\$392.70
Tax (exempt?)			
Total			\$392.70

Prices are stated exclusive of all taxes. Add applicable sales tax to your purchase order, or provide note of exemption
Quote is valid for terms as stated above and below
All prices in United States Dollars (\$)

SECTION I - term length and subscription term discount options (CHECK ONE):

- Purchase 12 months from 05/07/2025 to 05/06/2026 prepaid prepay: \$392.70
- Purchase 24 months from 05/07/2025 to 05/06/2027 prepaid prepay: \$785.40
- Purchase 36 months from 05/07/2025 to 05/05/2028 prepaid prepay: \$1,178.10

SECTION II - is a purchase order required to send an invoice to OLDHAM COUNTY SCHOOLS (CHECK ONE):

- Yes, a school/district PO is required to invoice our school or district. Please return a copy of your PO with this signed quote.
- No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)



price quote/proposal Page 2 of 2
 School/District OLDHAM COUNTY SCHOOLS
 Contact Angelo Wille
 Quote Expires 12/31/2025

5/23/2025 2:49:05

quote number: WVS1174915

page 2 of 2

P.O. Box 103175
 Pasadena, CA 91189-3175
 Fax: 408-819-9441 / Email: po@wevideo.com
 Andreea Hegron Andreea@wevideo.com Phone: +16508521649

SECTION III - COMPLETE ALL FIELDS: REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)
 This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name _____

WeVideo account admin/owner who will log-in/manage the WeVideo account on a daily basis

Admin/owner First Name _____

Admin/owner Last Name _____

Admin/owner Email _____

Job title/role _____

Phone Number _____

BILLING INFORMATION

Accounts Payable Contact First Name _____

Accounts Payable Contact Last Name _____

Accounts Payable Email _____

Accounts Payable Phone Number _____

PROPOSAL ACCEPTANCE

School or district purchase approver

To accept this offer, please complete sections 1 through 3 above, sign and date here, where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Signature Claudette Herald Date 8.11.25

Print Name Claudette Herald

Print Title Superintendent



Crestwood Elementary School

CRESTWOOD ELEMENTARY SCHOOL (KY)

16300 WILLOWWAY TR

CRESTWOOD, KY 40014

Unaffiliated

Website:

elb@crestwood.kyschools.us

(270) 922-2221

Quote Reference: 20250306-155741977

Quote generated: August 16, 2025

Quote expires: February 2, 2026

Quote generated by: Chelsea McCoy

Associate/Account Executive

chelsea@cloudinary.com

41562441075

Comments from Chelsea McCoy

The quote represents one year of Essential-level service (web/mobile app, challenge template collection, 75% of fundraisers, etc.) for Crestwood Elementary School. To compare plans, [click here](#).

Signing this will confirm your pricing structure and begin the implementation process while your payment or PO is being processed.

Products & Services

Item & Description	Quantity	Unit Price	Total
School - Essential	1	\$1,995.00 / year	\$1,596.00 / year after 20% discount for 1 year
Implementation - School One time fee	1	\$295.00	\$0.00 after 100% discount

Annual subtotal	\$1,596.00
	after \$399.00 discount
One-time subtotal	\$0.00
	after \$295.00 discount
Total	\$1,596.00

Purchase terms

12 month licensing agreement.

Signature

Claudette Z. Herald

Signature

8.11.25

Date

Claudette Herald

Printed name

Questions? Contact me



Chelsea McCoy
Associate Account Executive
chelsea@zoobean.com
+16164141025

Zoobean
PO Box 826073
Philadelphia, PA 19182
US



Price Quote

100 S. Mill Ave
 Suite 1700
 Tempe, AZ 85281
 877-725-4257

Date 7/25/2025
Quote No. Q-116720
Acct. No. 12217016
Total 55,947.00
Pricing Expires 08/30/2025

Oldham County Schools
 6165 W Highway 146
 Crestwood KY 40014
 United States

25-KY-Oldham-NOMS Imagine IM Digital Licenses. This is a multi year deal paid annually

Payment Term	Contract Start	Contract End
Net 30	7/1/2025	7/31/2028

Site	Description	End Date	Qty
Oldham County Schools			
	Imagine IM Student Single User License - Grade 6	07/31/2028	238
	Imagine IM Student Single User License - Grade 7	07/31/2028	275
	Imagine IM Student Single User License - Grade 8	07/31/2028	210
	IM Algebra I Student Single User	07/31/2028	170
	IM Mathematics Student Single User (Accelerated) - Grade 6	07/31/2028	70
	IM Mathematics Student Single User (Accelerated) - Grade 7	07/31/2028	70
	IM Geometry Student Single User	07/31/2028	64

Payment Schedule

<u>North Oldham MS</u>	<u>East Oldham MS</u>
August, 1st 2025- \$10,489	August, 1st 2025- \$8,160
August, 1st 2026- \$10,489	August, 1st 2026- \$8,160
August, 1st 2027-\$10,489	August, 1st 2027-\$8,160

Discount	6,582.00
Subtotal	55,947.00
Tax Total	0.00
Total	55,947.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Oldham County Schools

Imagine Learning Representative

Signature: _____
Print Name: _____
Title: _____
Date: _____

Kristen Scherer
Account Executive -
kristen.scherer@imaginelearning.com
imaginethefutureoflearning.com

MEMORANDUM OF AGREEMENT
BETWEEN
_____ COUNTY/ISD BOARD OF EDUCATION
AND
EASTERN KENTUCKY UNIVERSITY

This agreement made at Richmond, Kentucky this _____ day of _____, 2024 between the Board of Education of _____ County hereinafter called the "Board," and Eastern Kentucky University, hereinafter called the "University."

WITNESSETH:

1. The University and the Board, under the provision of KRS 161.042 and pursuant to State Board of Education regulations, is authorized to enter into cooperative agreements with universities/colleges for the purpose of providing professional laboratory experiences and student teacher experiences for the educational profession.
2. The Board and the University accept the joint responsibility to train qualified teachers.
3. The Board and the University agree that all arrangements in reference to this program shall be governed and consistent with policies of the Board, as well as those of the University/College.
4. A "student teacher" is a student from Eastern Kentucky University, having met all eligibility requirements set by the Eastern Kentucky University College of Education and the Commonwealth of Kentucky for student teaching, who teaches in a school in Kentucky under the supervision of a cooperating teacher (KRS 161.042).
5. A "cooperating teacher" means a teacher employed in a school in Kentucky who is contracting with a teacher education institution to supervise a student teacher for the purposes of fulfilling the student teaching requirement of the approved teacher preparation program (KRS 161.042).
6. As provided in KRS 161.042(3), the student teachers placed in the Board of Education of _____ County, Kentucky Public Schools shall agree to abide by all policies, rules and regulations of the University and the Board potentially included which shall be provided to the student teacher. Failure to abide by this provision shall be grounds for removal from the program. It shall be the responsibility of the University to inform all prospective student teachers of this provision and secure agreement from the student teacher.
 - (a) It shall be the responsibility of the University to provide confidentiality training to all student teachers placed in the Board of Education of _____ County Schools pursuant to this agreement.
 - (b) Pursuant to KRS 161.042(2), all student teachers shall be subject to state and national criminal records checks required of certified employees under the provisions of KRS 160.380. All student teachers shall make application for such criminal records checks at the Board of Education of _____ County Schools and shall pay such fee as is required of certified hires.
 - (c) KRS 160.151 requires an application for a certified or classified position (including student teachers) to present to the Board of Education of _____ County Schools the Central

Registry Check (Form DPP-156) from the Cabinet for Health and Family Service (CFHS) stating the person is clear to hire and has no findings of substantiated child abuse or neglect.

7. The Board, through its staff, shall make assignments of student teachers subject to its limitations and in accordance with its philosophy of teacher education. Nothing in this agreement shall preclude the Board from exercising its right to remove from its classrooms, student teachers who, in the judgment of its staff, have an adverse influence on the welfare of pupils, detract from the total school program, or do not contribute to the advancement of the educational profession. The University assumes the responsibility for attempting to replace the student teacher in another school system if such is necessary or required and that this student teacher agreement is not to be construed as a third-party beneficiary contract for the benefit of any student teacher who may be an applicant for student teaching in the Board of Education of _____ County, Kentucky Public Schools.
8. The Board shall submit to the University upon request a list of properly qualified and certified teachers from within the Board of Education of _____ County, Kentucky Public Schools under whose direct supervision the student will teach. In preparing the list, such criteria as academic and professional backgrounds, personal qualities and professional attitudes, relationships with pupils and colleagues, and the ability to successfully direct the learning process shall be used.
9. Cooperating teachers shall have the responsibility to provide student teachers placed under their supervision with appropriate experiences outlined in information provided to the cooperating teachers by Eastern Kentucky University.
10. Cooperating teachers will have met eligibility requirements as outlined in KRS 161.042.
11. The cooperating teacher shall have the responsibility to provide the student teacher placed under their supervision with proper experience and counsel in planning and presenting effective learning experiences for pupils. A written report to the University, concerning the progress and accomplishments of the student teacher shall be made by the cooperating teacher, along with a recommended grade. Final grade assignments are ultimately the responsibility of the University supervisor.
12. The University shall designate one (1) representative to serve as a liaison between it and the Board. That person, as a representative of the University, shall have access to all Board staff and schools necessary to properly facilitate communication and relationships between the Board staff as designated by the Superintendent, cooperating teacher, and the student teacher.
13. For direct supervision of the student teacher (s) in a single 16 week placement, the cooperating teacher will receive a stipend of \$120.00 within the 16 week placement. In the case of dual placements, the cooperating teacher shall receive a stipend of \$60.00 within the 8-week placement from the University.
14. Cooperating teachers who supervise ECU student teachers may be eligible for an additional compensation from the Commonwealth under KRS 161.042.
15. The University and the Board agree not to discriminate in recruitment or employment, development, advancement, and treatment of their employees on the basis of age, color, creed, disability, national origin, race, sex, or veteran status.

16. No student shall be denied equal educational opportunities by the University because of his or her age, color, creed, disability, national origin, race, sex, or veteran status.

IT IS MUTUALLY AGREED by and between the parties that this agreement commences on January 1, 2025 and supersedes all previous contracts between the parties. This agreement will automatically renew at the end of each year unless either party gives the other written notice of termination at least 30 days prior to the end of the relevant term.

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives of the parties to this agreement, have caused this Agreement to be executed as of the date first above written.

_____ County/ISD Board of Education

By: _____
(Board Chairperson)

By: _____
(Dean, ECU College of Education & Applied Human Sciences)

By: _____
(Director, Professional Education Services)

Revised: September 2024

**161.042 Status of student teachers – Responsibility to administrative staff and supervising teachers
–Professional competency requirement for supervising teachers.**

- (1) The Education Professional Standards Board shall provide through administrative regulation for the utilization of the common schools for the preparation of teacher education students from the colleges and universities.
- (2) Within the provisions established by the Education Professional Standards Board, local boards of education are authorized to enter into cooperative agreements, including financial arrangements, with colleges and universities for the purpose of providing professional laboratory experiences and student teaching experiences for students preparing for the education profession.
- (3) The Education Professional Standards Board shall promulgate administrative regulations defining the professional requirements and general duties of a supervising teacher and requirements for a local school district and school to be used for this purpose.
- (4) A student teacher who is jointly assigned under agreement by a teacher education institution and a local board of education shall have the same legal status and protection as a certified teacher employed within the school district and shall be responsible to the administrative staff of the school district and the supervising teacher to whom he or she is assigned. All student teachers shall be subject to the state and national criminal records checks required of certified hires under provisions of KRS 160.380.
- (5) Teacher education students, other than student teachers, may be permitted through cooperative agreements between the local school district and the teacher education institution, to engage in supplementary instructional activities with pupils under the direction and supervision of the professional administrative and teaching staff of the school district. Teacher education students shall not be subject to the criminal records checks required under KRS 160.380 or 161.148.

Effective: June 21, 2001

History: Amended 2001 Ky. Acts ch. 60, sec. 2, effective June 21, 2001; and ch. 137, sec. 9, effective June 21, 2001. – Amended 1996 Ky. Acts ch. 362, sec. 6, effective July 15, 1996. –Amended 1992 Ky. Acts ch. 409, sec. 1, effective July 14, 1992. –Amended 1990 Ky. Acts ch. 476, Pt. II, sec. 67, effective July 13, 1990. – Amended 1982 Ky. Acts ch. 11, sec. 1, effective July 15, 1982. –Amended 1978 Ky. Acts ch. 155 sec. 82, effective June 17, 1978. –Created 1972 Ky. Acts ch. 178, sec. 2.

Legislative Research Commission Note (6/21/2001). This section was amended by 2001 Ky. Acts chs. 60 and 137, which do not appear to be in conflict and have been codified together.

**SECOND AMENDMENT TO
SERVICE AGREEMENT**

THIS SECOND AMENDMENT (“Amendment”) is made and entered into by and between **BAPTIST HEALTHCARE SYSTEM, INC.** ("Baptist") and **OLDHAM COUNTY SCHOOLS** (hereinafter "OCS").

WITNESSETH:

WHEREAS, Baptist and OCS entered into an Agreement effective on January 8, 2024, along with a First Amendment to same effective on January 6, 2025 (hereinafter and collectively, the “**Agreement**”) providing that Baptist would provide OCS with TytoCare equipment and medical services for use by their employees; and

WHEREAS, the parties desire to extend the term of the Agreement.

NOW, THEREFORE, come the parties hereto and agree as follows:

1. The Agreement shall be extended to March 31, 2026.
2. All other terms and conditions of the Agreement, including all Exhibits thereto, except as stated in this, are to remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date and year set forth below.

**BAPTIST HEALTHCARE SYSTEM,
INC.**

By: _____

Title: _____

Date: _____

OLDHAM COUNTY SCHOOLS

By: Claudette Z. Herald

Title: Superintendent

Date: 8.13.25

Kentucky Early Literacy Leadership Network (KyELLN) Assurances

Between

[Please insert school district name] *Oldham County*

and

The Office of Teaching and Learning (OTL)

I. Goals

The KyELLN aims to:

- Provide an opportunity for district and school leaders to connect and learn from one another;
- Build sustainable district-level models for early literacy instructional programs connected to high-quality instructional resources;
- Develop strong systems and structures for early literacy instruction; and
- Support leadership and professional learning communities and effective planning practices.

II. Participation

- **Target Audience:** The network will work with district partners in Eastern, Central, and Western Kentucky.
- **District Team Composition:** Each participating district will form a 5-7 member team consisting of:
 - At least 1 district-level leader/decision-maker (e.g., Superintendent, CAO, Supervisor of Curriculum & Instruction);
 - At least 2 elementary building principals (if the districts has 2 or more elementary schools); and
 - Additional team members identified by the district, including, but not limited to, instructional coaches, literacy lead teachers, and/or reading specialists.

III. Timeline and Session Delivery

1. **September 2025:** Session 1 will be held **in-person** at the location determined for each region:
 - a. **September 16th for the Western KY network, Murray**
 - b. **September 17th for the Central network, Lexington**
 - c. **September 18th for Eastern network, Hazard**
 - d. **September 18th for the South Central network, Bowling Green**

2. **January 2026:** Session 2 will be conducted **virtually**.
 - a. **January 13th for the Western KY network, Murray**
 - b. **January 14th for the Central network, Lexington**
 - c. **January 15th for Eastern network, Hazard**
 - d. **January 16th for the South Central network, Bowling Green**

3. **March 2026:** Session 3 will be held **in-person** at the location determined for each region.
 - a. **March 23rd for the Western KY network, Murray**
 - b. **March 24th for the Central network, Lexington**
 - c. **March 25th for South Central network, Bowling Green**
 - d. **March 26th for the Eastern network, Hazard**

Key logistics:

- Each session will run from **9 a.m. to 2 p.m. local time**.
- The OTL will **reimburse travel** for participants of the KyELLN. This includes mileage and hotel for those traveling greater than 40 miles. In order to complete the reimbursement form, each participant will need to have a vendor ID number. Please see Finance and Administration Cabinet's Vendor Self-Service (VSS) website at [Welcome to CGI Advantage Vendor Self Service Portal: Home \(ky.gov\)](#) to create new vendor IDs (K#) as well as modify existing vendor IDs. If the vendor has questions regarding the VSS site, please contact the Finance Customer Resource Center at 502-564-9641 or at finance.crcgroup@ky.gov. Copies of the travel voucher and instructions will be provided at the end of each network meeting.

IV. Incentives

Participating districts will receive:

- Access to TNTP Science of Reading Coursework for Secondary ELA Teachers.
- Targeted coaching from KDE Principal Support Leaders and/or Regional Literacy Coaching Directors, TNTP and SchoolKit partners.

V. Roles and Responsibilities

District:

- Form and maintain a district team as described above. ERP (District POC initials)
Include team member names and email addresses below:

	Team member name	Team member email address
1	Elizabeth Dant	elizabeth.dant@oldham.kyschools.us
2	Sarah Whitt	sarah.whitt@oldham.kyschools.us
3	Erin Roberts	erin.roberts@oldham.kyschools.us
4	Kristin Wilson	kristin.wilson@oldham.kyschools.us
5	Jessica Buckley	jessica.buckley@oldham.kyschools.us
6 (optional)		
7 (optional)		

- Attend all **three (3)** scheduled network sessions and actively participate in network activities. ERD (District POC initials)
- Share relevant data and feedback with the network to support continuous improvement. ERD (District POC initials)

Office of Teaching and Learning:

- Provide access to professional learning opportunities related to High-Quality Instructional Resource implementation and early literacy evidence-based practices to increase access to grade-level learning in K-5 literacy.
- Facilitate and coordinate all sessions and coaching activities.
- Cover travel expenses and substitute costs.

VI. Signatures

For [School District Name]: Oldham Co. Schools

District Point of Contact Signature: Elizabeth Dant
 Print Name: Elizabeth Dant
 Title: Elem. Level Director
 Date: 8/12/25

Superintendent Signature: Claudette Z. Herald
 Print Name: Claudette Herald
 Title: Superintendent
 Date: 8.13.25



Formal Agreement of Medical Provider for OTC Stock Medications Oldham County Schools – 2025–2026 School Year

Dr. Mary Manley will serve as the medical provider for all over-the-counter (OTC) stock medications maintained in OCS facilities during the 2025–2026 school year. Through a partnership with Baptist Health LaGrange, Dr. Manley will act as the prescribing physician for all OTC stock medications housed in OCS buildings.

Dr. Manley is offering this service voluntarily and will receive no compensation from Oldham County Schools for her time or expertise.

Oldham County Schools acknowledges and agrees that Dr. Mary Manley assumes no liability for the administration or outcomes associated with the use of OTC stock medications in district schools and that parental consent is required prior to administration. The district accepts full responsibility for the storage, administration, and documentation of stock medication use according to applicable laws and district policies.

Claudette F. Herald

Mrs. Claudette Herald
Superintendent

Dr. Mary Manley, M.D.
Baptist Health, LaGrange

CC: Lisa Burgess, R.N - Director of Health Services
Eric Davis - Director of Student Services

Date: 07 / 17 / 2025

Prepared By:
 Brett Wheeler
 brett@talkingpts.org

Prepared For:
 Lori Webb
 lori.webb@oldham.kyschools.us

TalkingPoints is a nonprofit organization on a mission to connect teachers and families for student success. It offers a centralized parent engagement platform with translation in 150 languages for schools and districts to build stronger communication, community, and engagement between staff, parents, and students. Oldham County Schools is interested in utilizing TalkingPoints to engage with all parents in their home languages and involve them in their children's education.

Product Purchased: TalkingPoints for Schools & Districts Piloy SY25/26

Term	Number of Students	Pilot Cost
Start Date: 2025-07-01 End Date: 2026-06-30	12,000	\$4,560.00

Product	Subtotal
TalkingPoints- Foundations Pilot	\$4,560.00

Additional Details:

- TalkingPoints will import data from Oldham County Schools's Student Information System through integration.

Payment Schedule:

- The fees will be paid by the Oldham County Schools within 30 days of receipt of an invoice from TalkingPoints (but no sooner than 30 days after execution of this agreement by the parties).

Terms:

- Subject to general terms of service as detailed at www.talkingpts.org under Terms of Service.

Additional Notes:

- Total cost is inclusive of TalkingPoints support and implementation assistance.
- This proposal is confidential between TalkingPoints and Oldham County Schools (07 / 17 / 2025).

TalkingPoints Order Form

Contacts

Customer: Oldham County Schools
Lori Webb
6165 W Highway 146
Crestwood, KY 40014
lori.webb@oldham.kyschools.us

TalkingPoints
Brett Wheeler
BOX 104181
Pasadena, CA 91189-4181
brett@talkingpts.org

TalkingPoints organization

TalkingPoints is a non-profit organization with the mission to meaningfully connect teachers, parents and students across technological and language barriers to increase parent engagement. We believe that parent engagement is critical to student success, yet is often challenging. TalkingPoints helps change this to drive parent engagement through opening up communication channels that build relationships.

TalkingPoints product

TalkingPoints' product is a two-way, multi-lingual texting platform that allows for fast, cheap and accessible communication between districts, schools and teachers with parents and students. Schools use a web application to send text messages to parents who receive them in their own languages as well as English. Parents can reply in their own languages, and receive both the English and the original version of the messages. Since TalkingPoints works via text messages, TalkingPoints is accessible for all parents who own a simple mobile phone.

TalkingPoints allows for instant translation (machine and human-driven) both outbound and inbound, opening up communication channel for parents who do not speak English. Schools can also send interactive messages drawn from pre-written text message programs, conduct surveys (with data visualization), send multiple-choice questions, send automatic follow up messages depending on how the parent replies. Analytics dashboards are also available to track engagement statistics of parents.

Subject to the license restrictions in Section 3.3 of the Terms, TalkingPoints will license to Customer the use of its multi-lingual texting platform ("**Software**") for Customer and, if applicable, its associated schools during the Term for 12,000 students.

Support: This Agreement includes data import support, system maintenance, system support, and user support to Customer for the length of the Agreement. It also includes ongoing system upgrades at no additional cost to Customer (the support, together with the Software, the "**Services**").

Data Import: If Customer opts for TalkingPoints to import its data, it will take a minimum of two (2) weeks and up to a maximum of six (6) weeks to import all data, provided that TalkingPoints has access to required data.

Fees: Total cost at \$4,560.00 (“Annual License Fee”) for a minimum of 12,000 students (with additional payment for additional students if added during the Term).

Term: the initial term begins on 2025-07-01 and extends to 2026-06-30 unless terminated pursuant to Section 7 (the “**Term**”).

Product	Subtotal
TalkingPoints- Foundations Pilot	\$4,560.00

Total **\$4,560.00**

Agreement

This software services and support (“Agreement”) is entered into as of 2025-07-01 (the “Effective Date”) between TalkingPoints, Inc. (“TalkingPoints”), and the customer listed above (“Customer”). This Agreement includes and incorporates (i) the above Order Form, (ii) any Order Forms previously or subsequently entered into by the parties, and (iii) TalkingPoints Customer Terms, which (1) have been previously provided and agreed to by Customer in connection with a previous order form; or (2) are attached hereto are set forth at <https://talkingpts.org/terms-of-service/> and all of which are in each case hereby incorporated by reference. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

TalkingPoints:

Customer:

Crissie Tucker

Name: Crissie Tucker

Title: Controller

Date: 07 / 17 / 2025

Name: _____

Title: _____

Date: _____

TalkingPoints Customer Terms

PLEASE READ THESE CUSTOMER TERMS (THE "TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY TALKINGPOINTS, INC. ("TALKINGPOINTS"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH TALKINGPOINTS WHICH REFERENCE THESE TERMS (EACH, AN "ORDER FORM"), YOU ("CUSTOMER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. Order Form

1.1 Incorporation of Order Form. Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to Customer's compliance with the terms and conditions of this Agreement, TalkingPoints grants Customer the right to access and use the Services specified in each Order Form during the Term for the internal business purposes of Customer.

2. License of Software to Customer

2.1 License. Subject to the terms of this Agreement, TalkingPoints hereby grants to Customer a limited, non-exclusive, non-sublicensable and non-transferable license for Customer employees and staff, and their students or parents or guardians of students (collectively, "*End Users*") to use the Software during the Term.

2.2 Responsibility for End Users. Customer is responsible for the actions of all End Users, for ensuring that only authorized End Users are provided access to the Software, and that access of End Users authorized by Customer is limited to that portion of the Software and Customer Data (as defined below) as is reasonably necessary in order to fulfill the purposes of this Agreement.

2.3 Privacy Policy. Customer acknowledges and agrees to comply with the Privacy Policy as outlined in the TalkingPoints website (www.talkingpts.org).

3. Ownership of Software; Third Party Materials

3.1 Third Party Materials. TalkingPoints and its licensors are and will remain the exclusive owners of all right, title and interest in and to the Software and all derivative works, and in the materials licensed by TalkingPoints from third parties ("*Third Party Materials*"), including but not limited to copyrights, patent rights, and trade secrets and all other intellectual property rights, which as may exist now and/or hereafter come into existence.

3.2 Specific Materials. In addition to the Software and its interest in any Third Party Materials, TalkingPoints owns any and all other ideas, concepts, themes, technology, algorithms, programming codes, documentation or other intellectual property or copyrightable material conceived, developed, created, written or contributed by TalkingPoints pursuant to this Agreement ("*Specific Developments*"). Customer will have no rights in the Software, any derivative works, the Specific Developments or Third Party Materials, except the license and related rights expressly set forth in this Agreement.

3.3 License Restrictions. Customer agrees not to (i) alter, merge, modify, adapt or translate the Software or Third Party Materials, or decompile, reverse-engineer, disassemble, or otherwise reduce the Software or Third Party Materials to a human-perceivable form, (ii) sell, rent, lease or sublicense the Software or Third Party Materials or (iii) copy or create derivative works based upon the Software or Third Party Materials.

4. **Data Import**

4.1 Data. TalkingPoints will import all Customer Data for the purposes of text message communication for the participating schools. This data can be obtained via automated process from the Customer's Student Information System ("SIS").

5. **Fees and Payments**

5.1 Invoicing. Customer will pay TalkingPoints fees for the Services as set forth in each Order Form ("*Fees*"). Unless otherwise specified in an Order Form, all Fees will be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. dollars within 60 days of receipt of an invoice from TalkingPoints. If applicable, Customer will pay additional payment with regards to additional students due at the start of each quarter. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer will be responsible for all taxes associated with Service (excluding taxes based on TalkingPoints' net income). All Fees paid are non-refundable and are not subject to set-off. TalkingPoints accepts payment via check, ACH, and credit card; all check payments must be mailed to TalkingPoints, Box 104181, Pasadena, CA 91189-4181.

5.2 Failure to Make Payment. In the event Customer fails to pay the Fees when due it will constitute a material breach of this Agreement and, upon notice from TalkingPoints, Customer agrees to immediately cease, and to cause End Users to cease, using the Software and TalkingPoints will have no further obligation to provide any maintenance or support to Customer or End Users.

5.3 SMS Fees. Customer may be an organization such as school or school district, who pays for the use of the Services between a teacher of such organization to communicate with their students or parents of students. If the recipient of the service incurs additional charges for receiving text messages, such as text message fees or data fees, then additional charges are payable by the recipient.

6. **Responsibilities**

6.1 TalkingPoints Responsibilities. TalkingPoints is responsible for all development and provision of Software to Customer and its schools, and for maintenance and support for the Software as described in the Order Form. However, TalkingPoints will not be responsible for, nor will it have any liability resulting from (a) modifications to or alterations of the Software or databases by Customer or End Users, unless such modification or alteration is approved in writing by TalkingPoints, or (b) any failure of Customer's or End Users' equipment or software. TalkingPoints agrees not to serve behaviorally targeted ads on any End User.

6.2 Customer Responsibilities. Customer is responsible for selecting schools or organizations to use the Software, and for providing TalkingPoints access to contact information via SIS or otherwise for data import. TalkingPoints relies on Customer and its schools to provide timely, accurate and complete information, to cooperate reasonably with TalkingPoints and to timely complete all tasks assigned to Customer pursuant to the mutually agreed project plan developed at the outset of the project. Customer agrees to prepare and furnish to TalkingPoints upon request such information as is reasonably requested by TalkingPoints in order for TalkingPoints to perform its obligations under this Agreement.

7. **Term, Termination and Extension**

7.1 Term. The Term of this Agreement is defined on the Order Form, subject to renewal upon the mutual agreement of the parties.

7.2 Termination for Convenience. Except as indicated in Section 7.4, either party may terminate this Agreement for convenience during the Term with sixty (60) days written notice (email sufficient). If Customer

terminates this Agreement pursuant to this section, TalkingPoints is not responsible for further services or for producing any of the deliverables under the Agreement.

7.3 Refunds. Except as indicated in Section 7.4, if Customer is billed annually, Customer will receive a partial refund of the Fees Customer pre-paid if TalkingPoints terminates this Agreement for any reason other than Customer's breach of this Agreement (or any other terms Customer agreed to with TalkingPoints). Customer's refund excludes, at a minimum, 20% of the Fees, which TalkingPoints will not remit in any situation. Customer's refund will consist of the remaining 80% of all pre-paid fees for each complete month remaining in the Term; Customer will not receive a refund for any portion of the month in which TalkingPoints terminates this Agreement.

7.4 Early Termination Fee. In the case of a multi-year agreement, should the Customer elect to terminate this Agreement prior to the end of an agreed-upon term, the Customer will provide written notice of termination at least thirty (30) days in advance. Upon such early termination, the Customer shall be responsible for payment of an early termination fee equal to **fifty percent (50%) of the total remaining fees due under the Agreement** for the remainder of the contract term, calculated from the effective date of termination. This termination fee is due within thirty (30) days of the termination date and is non-refundable. The termination fee is intended to offset costs incurred and discounts granted by TalkingPoints based on the agreed Contract term. Notwithstanding the foregoing, or anything to the contrary contained herein, the early termination fee shall not apply to any Agreement in which the original term was one year or less.

7.5 Termination for Breach. Either party may terminate this Agreement prior to the expiration of the Term, effective immediately upon written notice to the other party, in the event of a material breach of this Agreement by the other party hereto, if such breach remains uncured for more than thirty (30) days after written notice thereof. In addition, either party may terminate this Agreement upon ten days written notice to the other party upon the occurrence of any one or more of the following: (i) the institution by or against the other party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other party's debts; (ii) the other party making an assignment for the benefit of creditors; or (iii) the other party's dissolution.

7.6 Rights in Law and Equity Remain. The foregoing rights to terminate as set forth in this Section 7, are in addition to, not in lieu of, all other rights and remedies which may be available to either party under this Agreement, at law and/or in equity.

7.7 Renewal. Any renewal hereto, even if accomplished via a Purchase Order provided by the Customer shall incorporate these Terms and Conditions and those Terms of Service and Privacy Policy available on the TalkingPoints website. TalkingPoints reserves the right to increase the fee for subscriptions to its Services by up to seven percent (7%) year over year whether in the initial Term or subsequent renewal Term(s).

7.8 Renewal Grace Period. TalkingPoints will provide Customer with a written renewal agreement prior to the end of the current contract Term. Upon expiration of the Term, the account of the renewing Customer shall remain active for a period of thirty (30) days. Should the renewing Customer fail to renew the Agreement prior to the expiration of this thirty-day period, then the Customer account shall be suspended. Notwithstanding any provisions of the Terms of Service or any other agreement between TalkingPoints and Customer, this suspension shall include access to free accounts, if any. Notwithstanding the foregoing, should the Customer renew the Agreement prior to the expiration of forty-five (45) days after the suspension of its account, then the Customer account and data shall be restored. After this forty-five-day period, the Agreement will be considered terminated as of the suspension date and TalkingPoints may delete or anonymize Customer data and remove the Customer's account per the provisions of this Agreement.

8. Software Implementation, Data Conversion, Hosting and Training Services. TalkingPoints agrees to provide the services associated with the implementation of the Software, data conversion, hosting and

training of Customer employees on the use of the Software as follows:

8.1 Hosting. The Software and Customer's data will be hosted on TalkingPoints's servers (such fees are included in the Annual License Fee).

8.2 Importing of Data. TalkingPoints will assist Customer with importing Customer's data into the Software within 45 business days after TalkingPoints is provided reasonable access to usable Customer Data.

9. Ownership and Control of Customer Data

9.1 Customer Data. Customer may import data into the Software ("*Customer Data*"). Customer Data may include records of students, as such data is defined by applicable law ("*Pupil Records*"). Customer will retain ownership of all Customer Data. TalkingPoints may internally use and modify (but not disclose) Customer Data in order to (A) provide the Services to Customer, (B) test, improve and operate TalkingPoints's products and services, and (C) generate Aggregated Anonymous Data (as defined below).

9.2 Aggregated Anonymous Data. TalkingPoints may freely use and make available Aggregated Anonymous Data for its business purposes (including without limitation, for purposes of improving, testing, operating, publishing, promoting and marketing its products and services). "*Aggregated Anonymous Data*" means data submitted to, collected by, or generated by TalkingPoints in connection with Customer's and End User's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Customer or End User.

10. Bug Fixes and Software Maintenance

10.1 Bug Fixes. TalkingPoints agrees to provide maintenance and support of the Software. Such maintenance and support will include coverage in the form of bug fixes and other corrections to the Software; telephone and e-mail support for questions regarding operations of the Software; change the Software as necessary to incorporate upgrades and new features; support to Customer in resolving problems/errors resulting from misuse or hardware/software failure; and telephone or web conferences with Customer to address future growth or modifications to the Software. Maintenance and support of the Software is provided at no additional cost to Customer.

10.2 Non Covered Fixes. Except as provided in 10.1, TalkingPoints' maintenance of the Software will be at complete discretion of TalkingPoints. TalkingPoints is not responsible for, nor will it have any liability resulting from, (a) modifications to or alterations of the Software or databases by Customer or End Users, unless such modification or alteration is approved in writing by TalkingPoints, or (b) any failure of Customer or End Users equipment or software or (c) quality of the translation services as provided by the Software.

11. Confidentiality

11.1 Confidential Information. Each party (the "*Disclosing Party*") may from time to time during the Term disclose to the other party (the "*Receiving Party*") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information ("*Confidential Information*"). The Software, Third Party Materials and related know-how, technology, system designs, layouts, software, concepts, techniques, data and files will be considered Confidential Information of TalkingPoints. Customer Data will be considered Confidential Information of Customer.

11.2 Protection of Confidential Information. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Customer acknowledges that the Software is maintained as a trade secret by

TalkingPoints, and agrees to use reasonable care in preserving such secrecy, including making such information available only to those End Users required to have access in order to fulfill the purposes of this Agreement.

11.3 Exceptions. The Receiving Party's obligations under this Section 11 with respect to any Confidential Information of the Disclosing Party will terminate if the Receiving Party can demonstrate that such information: (i) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11.4 Disposition of Confidential Information. In addition to TalkingPoints's obligations under Section 11, upon termination of this agreement, the Receiving Party will remove all PII of the Disclosing Party in the Receiving Party's possession or control. Upon the written request of the Disclosing Party submitted no later than 45 days following the end of the term of the agreement, the Receiving Party will at Disclosing Party's option, return to the Disclosing Party the Disclosing Party's data and/or certify in writing that it has fully complied with its obligations under this Section.

Upon the end date of the term of this agreement, unless a renewal agreement has been executed to continue the use of TalkingPoints's product, the Customer's account access will be restricted. Requests for the return of Customer data must be received by TalkingPoints in writing no later than 45 days following contract term end date. On the 90th day following account access restriction, TalkingPoints will remove all Customer's PII in TalkingPoints control.

11.5 Use of Confidential Information. The Receiving Party will not use Confidential Information of the Disclosing Party for any purpose prohibited by law or other than as required or specifically permitted by this Agreement. TalkingPoints further agrees it will not use any personally identifiable information in Customer Data to engage in or facilitate targeted advertising.

11.6 Injunctive Relief. Because monetary damages may not be sufficient to remedy a violation of the provisions of this section, a Disclosing Party will be entitled, upon becoming aware of any such violation and without waiving any other rights or remedies it may have, to seek injunctive or other equitable relief it may deem appropriate.

11.7 Non-Retention Certification. TalkingPoints certifies that, in accordance with this Agreement, Pupil Records will not be retained or available to TalkingPoints or its employees or agents upon completion of the terms of this Agreement. This certification may be enforced by any lawful means, including, without limitation, through civil action.

12. **Compliance With Applicable Laws**

12.1 COPPA. The Children's Online Protection & Privacy Act ("COPPA") regulates the use of data uploaded by children under the age of 13. Customer understands that the Services are not intended for any users under the age of 13. Customer represents and warrants that it has not and will not upload any information to TalkingPoints about a user under the age of 13, or assist an End User in uploading information about a user

under age 13. TalkingPoints does not knowingly collect any information from users under the age of 13. If TalkingPoints learns that any information on the services were uploaded by a child under age 13, it will immediately delete that data.

12.2 FERPA. The Family Education Record Protection Act ("*FERPA*") protects the privacy of student education records. If FERPA applies to Customer (for example, if is a school or school district), it is solely responsible for, and represents and warrants it is in, compliance with FERPA, including by obtaining parental consent for the collection and disclosure of personal information through the Services.

12.3 HIPAA. The Customer will not disclose any information to TalkingPoints that is protected health information ("*PHI*") subject to the Health Information Portability and Accountability Act ("*HIPAA*").

12.4 Applicable Laws. Without limiting the foregoing, Customer and TalkingPoints represent and warrant that it will comply with all applicable laws. Further, Customer represents and warrants that its disclosure of any information to TalkingPoints, and/or TalkingPoints' use of such information subject to the restrictions of this Agreement, does not and will not violate any applicable laws.

13. Privacy and Collection of Customer Data

13.1 Data Privacy. Each party agrees that it will take all reasonable measures necessary to protect student education records from unauthorized acquisition or release. In the event that any unauthorized acquisition or release of student education records occurs, each party agrees to advise the other promptly upon discovery of such unauthorized acquisition or release and, if required by law, Customer will notify the affected parent, legal guardian or student (if at least 18 years of age), as applicable, in writing of such unauthorized acquisition or unauthorized release. TalkingPoints will take all legally required actions, including the designation and training of responsible individuals, to ensure the security and confidentiality of Pupil Records. TalkingPoints will identify those employees and subcontractors who will have access to Pupil Records and ensure such individuals receive appropriate instructions as to how to comply with the security and confidentiality requirements of this Agreement with respect to Pupil Records. TalkingPoints warrants that all Pupil Records will be encrypted in transmission and at rest. In addition, TalkingPoints will use industry-standard and up -to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under this Agreement. If TalkingPoints experiences an unauthorized acquisition or release of Customer's student education records, other than through the fault of Customer, TalkingPoints will take reasonable steps to immediately limit and mitigate such breach, including immediately notifying Customer.

13.2 Sharing of Customer Data. TalkingPoints will not share Customer Data with, or disclose it to, any third party except (i) if such Customer Data constitutes Aggregated Anonymous Data, (ii) as directed by Customer or End Users, (iii) to End Users as contemplated by this Agreement, (iv) to TalkingPoints's subcontractors who need access to fulfill TalkingPoints's obligations under this Agreement and who have agreed to maintain the confidentiality of such information or (v) as required by applicable law. When TalkingPoints believes that any disclosure is required by applicable law, it will promptly notify Customer prior to the disclosure and give Customer a reasonable opportunity to object to the disclosure.

13.3 Storage and Process. TalkingPoints will store and process Customer Data in accordance with commercially reasonable practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.

13.4 Right to Correct. A parent, legal guardian, or student who has reached 18 years of age may review personally identifiable information in the Pupil Records and correct erroneous information by serving a written request for access or description of the erroneous information and written request for correction upon Customer and furnishing Customer, upon request, such information as is reasonably requested to respond

to the request. Customer is responsible for correcting all such erroneous information and TalkingPoints agrees to fully cooperate with Customer to make such corrections.

14. TalkingPoints Warranty

14.1 Software Warranty. TalkingPoints warrants to Customer that the Software as delivered, will materially comply with the published specifications of TalkingPoints for such Software. TalkingPoints's obligations under this warranty are limited to providing Customer with a copy of corrected Software. TalkingPoints does not warrant that the operation of the Software will be uninterrupted or error-free. IN PARTICULAR, FOR PURPOSES OF THE FOREGOING WARRANTY, TALKINGPOINTS AND CUSTOMER ACKNOWLEDGE THAT THE SOFTWARE IS NOT AND CANNOT BE MADE TO BE 100% ACCURATE, AND THAT ANY ERRORS OR FAILURE TO PERFORM WILL NOT BE DEEMED A BREACH OF SUCH WARRANTY UNLESS THEY ARE SIGNIFICANT AND NOT TO BE EXPECTED IN LIGHT OF THE LIMITATIONS OF SOFTWARE OF THIS TYPE.

14.2 No Other Warranty. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TALKINGPOINTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ALL TECHNOLOGY, THIRD PARTY MATERIALS, SOFTWARE OR DERIVATIVE WORKS PROVIDED OR OTHERWISE LICENSED TO Customer IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT.

15. Miscellaneous

15.1 Venue. The venue for any disputes between TalkingPoints and Customer will be the county in which the Customer is located. Certain states may have specific forums in which to address claims, including special tort claim court. If such a state law applies, TalkingPoints and Customer will settle any disputes in accordance with such applicable requirement.

15.2 Relationship of the Parties. Nothing contained in this Agreement will be construed as creating any agency, partnership, or other form of joint enterprise between the parties. The relationship between the parties will at all times be that of independent contractors. Neither party will have authority to contract for or bind the other in any manner whatsoever. This Agreement confers no rights upon either party except those expressly granted herein.

15.3 Interpretation. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and will not affect the interpretation of this Agreement.

15.4 No Third-Party Beneficiaries. 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 will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

15.5 Limitation of Liability. To the extent permissibly by applicable law, and except for breaches of Section 11 (Confidentiality), and Section 3.3 (License Restrictions), in NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN), OR

(III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO TALKINGPOINTS HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

15.6 Force Majeure. Neither party will be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times will be considered extended for a period of time equivalent to time lost because of any such delay by providing prompt written notice of such expected delay to the other party.

15.7 Assignment: The obligations of TalkingPoints under this Agreement will not be assigned by TalkingPoints without the express prior written consent of Customer; provided however that TalkingPoints may assign this Agreement without such consent to any affiliate or to a successor to substantially all of its stock, assets, or business to which this Agreement relates.

15.8 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: TalkingPoints certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>)

15.9 Integration/Entire Agreement of Parties: This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.

15.10 Counterparts: This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together will be construed as one document.

15.11 Due Authority of Signatories. Each individual signing this Agreement on behalf of a party represents and warrants that he or she has been duly authorized by appropriate action of such party to execute, and thereby bind such party to, this Agreement.

Agreement

This software services and support ("Agreement") is entered into as of 2025-07-01 (the "Effective Date") between TalkingPoints, Inc. ("TalkingPoints"), and the customer listed above ("Customer"). This Agreement includes and incorporates (i) the above Order Form, (ii) any Order Forms previously or subsequently entered into by the parties, and (iii) TalkingPoints Customer Terms, which (1) have been previously provided and agreed to by Customer in connection with a previous order form; or (2) are attached hereto are set forth at <https://talkingpts.org/terms-of-service/> and all of which are in each case hereby incorporated by reference. This Agreement contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

TalkingPoints:

Crissie Tucker

Name: Crissie Tucker

Title: Controller

Date: 07 / 17 / 2025

Customer:

Claudette Z. Herald

Name: Claudette Herald

Title: Superintendent

Date: 7-17-2025