



The Reading League Professional Development Partnership Agreement

This Professional Development Partnership Agreement ("Agreement") is made and entered into as of the _____, by and between The Reading League, Inc. ("TRL") a New York State not for profit organization located at 103 Wyoming St, Syracuse, NY 13204, and Goodridge Elementary ("Client").

The following is a recital of facts underlying this Agreement:

- a. TRL specializes in providing professional development to schools and other organizations through a variety of educational services, including in person and virtual professional development sessions, consulting and coaching. TRL's services are designed to promote our mission which is to advance the awareness of, understanding, and use of evidence aligned reading instruction.
- b. Client is an educational organization desiring professional development services as provided by TRL.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Professional Development Services.** TRL will provide professional development services for the Client as described in the scope of work set forth at Schedule A (each, a "Scope of Work"), attached hereto and incorporated herein ("Services"). Both parties will make reasonable efforts to meet any scheduled dates specified in the schedule. At any time during the term of this Agreement, the Client may request to add additional services to this Agreement. Such services will be billed in the same manner as the Services. If we are able to provide the requested additional services, and you are current on all payments to TRL, we will send you an additional Scope of Work, which we will ask you to countersign, which will serve to amend this Agreement and shall be deemed incorporated into Schedule A.
2. **Data Sharing.** The parties incorporate herein by reference all terms and conditions of that certain Data Sharing Agreement by and between the parties.



3. **Professional Development Location and Equipment.** TRL shall provide all Services at the agreed upon location, which may be either in person or virtual.
- a. In Person Services Training. the TRL presenter will provide a computer that will need to be connected to Client's AV presentation system. Client will provide an HDMI cord compatible with their AV system for presentation purposes in the absence of a wireless connection system. TRL presenters will need access to their TRL computer throughout the presentation and it must be within a reachable distance from the presentation area. Client is required to provide WiFi access to TRL for presentations.
 - b. Virtual Training. TRL will provide virtual links to the appointed contact person in advance of the scheduled session. Virtual links are for attendees only and not to be shared with those outside the Client's organization.
4. **Payment.** During the term of this Agreement, TRL will invoice Client for the payment amount set forth in the applicable Scope of Work after each professional development session is completed, unless otherwise agreed in person. All invoices shall be paid within 30 days of the date of such invoice in US dollars and shall be made by check, wire transfer or credit card. Payments made by credit card may be subject to a processing fee. All late payments may bear interest at the lesser of the rate of 2 percent per month, calculated daily and compounded monthly. Client shall also reimburse TRL for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
5. **Cancellation and Modification Policy.**
- a. TRL Requested Changes. In the event TRL makes a schedule or platform modification (e.g., provide virtual session instead of in person), TRL will provide Client notice as soon as practicable and endeavor in good faith to reschedule or provide such modified session with as little disruption to Client as possible.
 - b. Client Requested Changes. In the event Client requests a schedule or platform modification greater than thirty (30) days before the scheduled date, TRL will make such schedule or platform modification for no additional charge, other than any additional out of pocket expense increases. If Client requests such change



less than thirty (30) days in advance of the scheduled date, TRL will assess a fee equal to fifty percent (50%) of the agreed upon fees for such professional development service, and endeavor to satisfy the Client's request.

6. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 2 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance; provided, if the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 5, either party may thereafter terminate the applicable Scope of Work upon 21 days written notice.

7. **TRL Intellectual Property Rights and Client Obligations:**

- a. TRL is and shall remain the sole and exclusive owner of all right, title and interest in and to the proprietary materials provided to you in furtherance of the Services, including all Intellectual Property Rights contained or reflected in the TRL Content ("TRL Content"). "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c)



copyrights and copyrightable works (including computer programs), and rights in data and databases, including any derivative works based thereon, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- b. TRL hereby grants to you a limited, non-transferable, non-exclusive license to use and distribute the TRL Content, during the period of this Agreement, solely to employees of Client who are unable to attend the TRL professional development service. This limited license ends upon termination of this Agreement.
- c. Client agrees not to disclose the TRL Content to any third party without TRL's prior written consent.
- d. Client may not alter the appearance of the TRL Content or remove TRL's name or logo from Content.
- e. Client may not record in any manner a TRL professional development session without prior written consent from TRL. Such recordings are rarely allowed by TRL and only upon execution of an additional contract and the payment of any fees called for therein.

8. Term; Termination:

- a. This Agreement shall have a term as set forth in each applicable Scope of Work.
- b. Either Client or TRL may terminate this Agreement with thirty (30) days' written notice to the other party.

9. Miscellaneous.

- a. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or



fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

- b. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.
- c. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated in the preamble.
- d. This Agreement, together with all Schedules and Scopes of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Scopes of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of Schedules; and (b) second, the applicable Scope of Work.
- e. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party[, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the



foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- f. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- g. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- h. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- i. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- j. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of State of New York or any other



jurisdiction) that would cause the application of Laws of any jurisdiction other than those of State of New York.

- k. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- l. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



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

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

1. Definition and treatment of data:

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

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

2. Purpose of data collection:

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

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



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

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

3. Data; De-Identified Data:

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

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

4. Storage and confidentiality of data:

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

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

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

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

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



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

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

5. Compliance with applicable law:

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

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

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

6. Permissions:

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

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



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

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

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

SERVICES	DELIVERY	DATES	HRS	QTY	PRICE	SUBTOTAL
Professional Development Sessions						
Implementation Support Visits	In Person	TBD	5	5	\$6,000.00	\$30,000.00
Administrator Coaching & Consulting	In Person & Virtual	TBD		1	\$10,000.00	\$10,000.00
Pricing includes Travel fees						
Total						\$40,000.00

Client will be billed when each service is completed.

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

Jennifer Patrick



The Reading League Professional Development Partnership Agreement

This Professional Development Partnership Agreement ("Agreement") is made and entered into as of the _____, by and between The Reading League, Inc. ("TRL") a New York State not for profit organization located at 103 Wyoming St, Syracuse, NY 13204, and Goodridge Elementary ("Client").

The following is a recital of facts underlying this Agreement:

- a. TRL specializes in providing professional development to schools and other organizations through a variety of educational services, including in person and virtual professional development sessions, consulting and coaching. TRL's services are designed to promote our mission which is to advance the awareness of, understanding, and use of evidence aligned reading instruction.
- b. Client is an educational organization desiring professional development services as provided by TRL.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. **Professional Development Services.** TRL will provide professional development services for the Client as described in the scope of work set forth at Schedule A (each, a "Scope of Work"), attached hereto and incorporated herein ("Services"). Both parties will make reasonable efforts to meet any scheduled dates specified in the schedule. At any time during the term of this Agreement, the Client may request to add additional services to this Agreement. Such services will be billed in the same manner as the Services. If we are able to provide the requested additional services, and you are current on all payments to TRL, we will send you an additional Scope of Work, which we will ask you to countersign, which will serve to amend this Agreement and shall be deemed incorporated into Schedule A.
2. **Data Sharing.** The parties incorporate herein by reference all terms and conditions of that certain Data Sharing Agreement by and between the parties.



3. **Professional Development Location and Equipment.** TRL shall provide all Services at the agreed upon location, which may be either in person or virtual.
- a. In Person Services Training. the TRL presenter will provide a computer that will need to be connected to Client's AV presentation system. Client will provide an HDMI cord compatible with their AV system for presentation purposes in the absence of a wireless connection system. TRL presenters will need access to their TRL computer throughout the presentation and it must be within a reachable distance from the presentation area. Client is required to provide WiFi access to TRL for presentations.
 - b. Virtual Training. TRL will provide virtual links to the appointed contact person in advance of the scheduled session. Virtual links are for attendees only and not to be shared with those outside the Client's organization.
4. **Payment.** During the term of this Agreement, TRL will invoice Client for the payment amount set forth in the applicable Scope of Work after each professional development session is completed, unless otherwise agreed in person. All invoices shall be paid within 30 days of the date of such invoice in US dollars and shall be made by check, wire transfer or credit card. Payments made by credit card may be subject to a processing fee. All late payments may bear interest at the lesser of the rate of 2 percent per month, calculated daily and compounded monthly. Client shall also reimburse TRL for all reasonable costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
5. **Cancellation and Modification Policy.**
- a. TRL Requested Changes. In the event TRL makes a schedule or platform modification (e.g., provide virtual session instead of in person), TRL will provide Client notice as soon as practicable and endeavor in good faith to reschedule or provide such modified session with as little disruption to Client as possible.
 - b. Client Requested Changes. In the event Client requests a schedule or platform modification greater than thirty (30) days before the scheduled date, TRL will make such schedule or platform modification for no additional charge, other than any additional out of pocket expense increases. If Client requests such change



less than thirty (30) days in advance of the scheduled date, TRL will assess a fee equal to fifty percent (50%) of the agreed upon fees for such professional development service, and endeavor to satisfy the Client's request.

6. **Force Majeure.** No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including without limitation the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; (i) other similar events beyond the reasonable control of the Impacted Party. The Impacted Party shall give notice within 2 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance; provided, if the affected party's failure or delay remains uncured for a period of 30 days following written notice given by it under this Section 5, either party may thereafter terminate the applicable Scope of Work upon 21 days written notice.

7. **TRL Intellectual Property Rights and Client Obligations:**

- a. TRL is and shall remain the sole and exclusive owner of all right, title and interest in and to the proprietary materials provided to you in furtherance of the Services, including all Intellectual Property Rights contained or reflected in the TRL Content ("TRL Content"). "Intellectual Property Rights" means all (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (c)



copyrights and copyrightable works (including computer programs), and rights in data and databases, including any derivative works based thereon, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

- b. TRL hereby grants to you a limited, non-transferable, non-exclusive license to use and distribute the TRL Content, during the period of this Agreement, solely to employees of Client who are unable to attend the TRL professional development service. This limited license ends upon termination of this Agreement.
- c. Client agrees not to disclose the TRL Content to any third party without TRL's prior written consent.
- d. Client may not alter the appearance of the TRL Content or remove TRL's name or logo from Content.
- e. Client may not record in any manner a TRL professional development session without prior written consent from TRL. Such recordings are rarely allowed by TRL and only upon execution of an additional contract and the payment of any fees called for therein.

8. Term; Termination:

- a. This Agreement shall have a term as set forth in each applicable Scope of Work.
- b. Either Client or TRL may terminate this Agreement with thirty (30) days' written notice to the other party.

9. Miscellaneous.

- a. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or



fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

- b. Neither party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other party.
- c. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated in the preamble.
- d. This Agreement, together with all Schedules and Scopes of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Scopes of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of Schedules; and (b) second, the applicable Scope of Work.
- e. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party[, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the



foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

- f. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- g. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- h. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- i. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- j. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of State of New York or any other



jurisdiction) that would cause the application of Laws of any jurisdiction other than those of State of New York.

- k. If any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.
- l. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



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

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

1. Definition and treatment of data:

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

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

2. Purpose of data collection:

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

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



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

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

3. Data; De-Identified Data:

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

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

4. Storage and confidentiality of data:

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

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

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

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

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



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

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

5. Compliance with applicable law:

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

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

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

6. Permissions:

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

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

Data Privacy and Security Agreement

This ~~Data~~ Privacy and Security Agreement ("Agreement") is agreed and entered into by and between the Boone County School District ("District") and The Reading League ("Contractor") on 08/04/2025.

WHEREAS, Boone County School District ("District") is a public school district organized and existing under and pursuant to the constitution and laws of the State of Kentucky and with a primary business address at 8330 US Highway 42, Florence, KY 41042; and

WHEREAS, _____ ("Vendor") has been contracted to perform certain educational services as described fully in Exhibit A ("Provided Services") with a primary place of business at 103 Wyoming St, Syracuse NY; and

WHEREAS, the Vendor and the District recognize the need to protect personally identifiable student information, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment ("PPRA"), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

WHEREAS, the Vendor and District desire to enter into this Agreement for the purpose of establishing their respective obligations and duties in order to comply with applicable regulations; and

WHEREAS, the Parties acknowledge that this Agreement shall amend, modify, and supplement any agreement or terms previously entered into; and

NOW THEREFORE, in consideration of the of the terms, covenants, conditions and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. DEFINITIONS

1.1 "Confidential Student Information" shall mean any information or material, in any medium or format, that concerns a student and is created or provided by the student, or by an agent or employee of the District. Confidential Student Information includes both PII and directory information.

1.2 "De-identified Data" shall mean data that has a re-identification code and has enough personally identifiable information removed or obscured so that the remaining information does not identify an individual and there is no reasonable basis to believe

that the information can be used to identify an individual. The re-identification code may allow the recipient to match information received from the same source.

1.3 “District Data” shall mean any information or data owned by the District and provided to Vendor pursuant to the Parties’ Agreement, including but not limited to Confidential Student Data and PII. District Data shall not include De-Identified Data.

1.4 “Education Records” shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a)(4)(A); 34 C.F.R. § 99.3, and shall mean records that are: (1) directly related to a student; and (2) maintained by an educational agency or institution or by a party acting for the agency or institution.

1.5 “Personally Identifiable Information” (“PII”) shall be defined consistent with the definition set forth in 20 U.S.C. § 1232g(a); 34 C.F.R. § 99.3, and shall mean identifiable information that is maintained in Education Records and includes direct identifiers, such as a student’s name or identification number, indirect identifiers, such as a student’s date of birth, or other information which can be used to distinguish or trace an individual’s identity either directly or indirectly through linkages with other information.

1.6 “Personal Information” shall be defined in accordance with KRS 61.931(6) as an individual’s first name or first initial and last name; personal mark, or unique biometric or genetic print or image in combination with one (1) or more of the following data elements: (1) an account, credit card number, or debit card number that in combination with any required security code, access code or password, would permit access to an account; (2) a Social Security number; (3) a taxpayer identification number that incorporates a Social Security number; (4) a driver’s license number, state identification card number, or individual identification number issued by an agency; (5) A passport number or other identification number issued by the United States Government; or (6) Individually Identifiable Information as defined in 45 C.F.R. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.

Section 2. PURPOSE AND SCOPE

2.1 The purpose of this Agreement is to allow the District to provide the Vendor with student and teacher PII data and the subsequent processing of the data.

2.2 This Agreement is meant to ensure the Vendor and the District recognize the need to protect PII, and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232(g), 34 C.F.R. Part 99; the Children’s Online Privacy Protection Act (“COPPA”), 15 U.S.C. § 6501-6506, 16 C.F.R. Part 312; the Protection of Pupil Rights Amendment

("PPRA"), 20 U.S.C. § 1232h; 34 C.F.R. Part 98; and applicable state privacy laws and regulations; and

2.3 This Agreement shall be effective as of the date upon which it is signed by both parties ("Effective Date"), and shall automatically renew from year to year, unless otherwise modified in writing and signed by each party. This Agreement shall remain in full force and effect at all times during which Vendor supplies Provided Services to the District.

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

Section 3. DISTRICT DUTIES

The District shall provide data as required for Vendor to conduct its Provided Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations. To the extent appropriate or applicable, District shall assist Vendor in securing any parent permissions regarding the use of Confidential Student Information or PII.

Section 4. VENDOR DUTIES

4.1 Vendor acknowledges that the District has outsourced certain services to Vendor, as defined above as Provided Services, in furtherance of a legitimate educational interest that would otherwise be performed by the school district. These Provided Services necessitate the collection and storage of certain District Data and Confidential Student Information. Vendor shall act as a contractor to the District in performing the Provided Services, either directly under the terms of any service or licensing agreement related to the Provided Services, or indirectly through the Vendor's interfaces with another District contractor, and Vendor therefore acknowledges that it is subject to the requirements in FERPA that any PII obtained from Education Records may be used only for the purposes for which the disclosure was made and solely for the purpose of performing the Provided Services.

4.2 Vendor shall implement commercially reasonable methods to ensure that District Data is accessed, used, and manipulated exclusively by authorized individuals with a legitimate educational interest—such as the student, the student's guardian, and the District—or by personnel essential for the successful performance and execution of the Provided Services. No unauthorized third parties shall have access to Confidential Student Information or Education Records in Vendor's control unless written authorization to distribute such information is provided by the student's parent/guardian.

4.3 Vendor shall likewise implement commercially reasonable measures to safeguard data at rest, and advise all individuals accessing the data on proper procedures for securely maintaining data. Vendor shall adhere to valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111 and comply with relevant data protection regulations to ensure the confidentiality and integrity of data at rest. If requested by the District, the Vendor shall provide a list of locations where student data is/may be stored, and whenever possible, including where required by applicable law, data shall be stored within the United States.

4.4 The Vendor shall ensure the secure transmission of any data exchanged during the course of this agreement. All data transmissions, whether internal or external, shall be encrypted using encryption processes for data in motion which comply, as appropriate, with National Institute of Standards and Technology ("NIST") Special Publications 800-52; NIST Special Publications 800-77; NIST Special Publications 800-113, or others which are Federal Information Processing Standards ("FIPS") 140-2 validated, to protect the confidentiality and integrity of the transmitted data. In the event of any security incidents or breaches affecting data while in transit, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact.

4.5 In the event of any security incidents or potential or actual breaches affecting the security of District Data, the Vendor agrees to promptly notify the District and take necessary remedial actions to mitigate the impact as set forth in Section 6 of this Agreement.

4.6 Upon termination, cancellation, expiration, or other conclusion of the Parties' contractual relationship, or upon receipt of written request from District, Vendor shall delete all Confidential Student Data in its possession. Vendor shall complete such destruction within thirty (30) calendar days of the receipt of the written request and shall certify compliance with this Section, in writing, to the District within ten (10) calendar days of such destruction.

4.7 Vendor is prohibited from using, disclosing, or selling Confidential Student Information or District Data to any unauthorized individual or entity, or for any purpose which is not required in the performance of Vendor's Provided Services. This does not prohibit Vendor from using Confidential Student Information or District Data: (a) for adaptive learning or customized student learning (including generating personalized learning recommendations); (b) to make product recommendations to teachers or District employees who have voluntarily subscribed to Vendor's Provided Services; (c) to notify account holders about new education product updates, features, or services; or (d) from otherwise using Confidential Student Information or District Data for any purpose explicitly permitted by the Parties' Agreement. However, Vendor shall not in any case process student

data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purpose and shall not sell, disclose, or otherwise process student data for any commercial purpose as defined by KRS 365.734.

4.8 Vendor acknowledges and agrees that it may not disseminate any Confidential Student Information or District Data – whether explicitly protected under FERPA, directory information (i.e., name, grade, etc.), or student likeness – without written authorization from the student or, if the student is a minor, the student’s parent/guardian. Vendor likewise acknowledges and agrees that it may not disseminate the District’s name, logo, or likeness for any reason, including marketing, internal training, or similar purposes, to any third party without written authorization from the District.

4.9 Vendor shall maintain, during the term of the Agreement, a cyber-insurance liability policy, in the amount of \$3 million. Upon request, the Vendor shall furnish the certificate of insurance evidencing this coverage.

4.10 To the extent permitted by law, Vendor assumes all liability for damages which may arise from its use, storage, or disposal of the District Data. The District shall not be liable to the Vendor for any loss, claim or demand made by the Vendor, or made against the Vendor by any other party, due to or arising from the use of data by the Vendor, except to the extent permitted by law when caused by gross negligence or willful misconduct of the District.

4.11 Vendor shall defend, indemnify, and hold harmless the District, its agencies, officers, and employees from any and all claims of any nature, including all costs, expenses, and attorney’s fees, which may in any manner result from or arise out of this Agreement, except for claims resulting from or arising out of the District’s sole negligence. The legal defense provided by the Vendor to the District under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the District is necessary. Vendor also agrees to defend, indemnify, and hold the District harmless for all costs, expenses, and attorneys’ fees finally awarded by a court or that are included in a settlement entered into by the parties. The District agrees to notify the Vendor of such a claim within a reasonable time and agrees to cooperate with the Vendor in the defense and any related settlement.

Section 5. OWNERSHIP OF DATA

As between District and Vendor, the District retains ownership of all District Data provided to Vendor pursuant to the Parties’ Agreement, regardless of whether such data is provided to Vendor by the District, its students, parents, guardians, or any other authorized user.

Section 6. SECURITY BREACH REMEDIATION AND NOTICE

6.1 Vendor agrees to maintain procedures and practices to preemptively safeguard against security breaches as described in KRS 61.932. However, in the event of a confirmed or suspected security breach as defined by KRS 61.931, Vendor shall notify the District of within seventy-two (72) hours of determination of a security breach or suspected breach relating to the District Data in the possession of Vendor. The notification shall include, at a minimum, the following information to the extent known by the Vendor and as it becomes available: (a) the name and contact information of the individual reporting a breach to this section; (b) the date of the breach, or estimated date if not yet confirmed; (c) a list of the information and data reasonably believed or confirmed to have been subject of the breach; (d) a list of the students whose information is believed to have been affected; and (e) a general description of the breach incident.

6.2 The Vendor further acknowledges and agrees to maintain a written incident response plan that reflects best practice and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incidents or unauthorized acquisition or use of confidential information and agrees to provide the District, upon request, with a copy of said written response plan.

6.3 In the event of a security breach relating to District Data or Personal Information in the possession of Vendor, Vendor shall bear the full cost of the notification and investigation requirements set forth in KRS 61.933.

6.4 In the event of a suspected or confirmed breach of District Data or Personal Information, Vendor agrees to retain an independent IT consulting firm, which is mutually agreed-upon by the Parties, to provide requisite forensic/recovery/notification services as provided for by the Commonwealth Office of Technology's recommended data breach response plan. Within 48 hours of completion of the investigation, Vendor shall notify the District if the investigation finds that the misuse of District Data occurred or is likely to occur. Vendor shall additionally provide a copy of any investigation report rendered by the independent IT consulting firm insofar as the report relates to District Data.

6.5 Vendor agrees to adhere to provisions of Kentucky Personal Information Security and Breach Investigation Procedure and Practices Act, KRS 61.932, *et seq.*, pertaining to the prevention of, investigation of, response to, and remediation of any and all security breaches related to or unauthorized disclosures of Personal Information.

6.6 Vendor further agrees to adhere to all federal and state requirements pertaining to the prevention of, investigation of, response to, and remediation of any and all security breaches related to or unauthorized disclosures of District Data and PII.

6.7 In the event of a breach originating from the District's use of Vendor's Provided Services, Vendor shall cooperate with the District to the extent necessary to expeditiously secure any data subject to an unauthorized disclosure.

Section 7. CLOUD COMPUTING SERVICE PROVIDERS

If the Vendor is a cloud computing service provider as defined in KRS 365.734(1)(b), Vendor agrees that:

- a. Vendor shall not process Confidential Student Information or any student data as defined by KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless Vendor receives express permission from the student's parent. Vendor shall work with the student's school and the District to determine the best method of collecting parental permission.
- b. Pursuant to KRS 365.734 (2), the Vendor shall not in any case process Confidential Student Information to advertise or facilitate advertising or to create or correct an individual or household profile for any advertising purpose and shall not sell, disclose, or otherwise process confidential student data for any commercial purpose;
- c. Pursuant to KRS 365.734 (3), the Vendor shall certify in writing to the District that it will comply with KRS 365.734(2).

Section 8. NOTICES

All notices or other communication required or permitted to be given pursuant to this agreement may be given via e-mail transmission or certified mail sent to the designated representatives below.

The designated representative for the District for this Agreement is:

Name: Donny Grant	Title: Purchasing Agent / Finance Dept
Address: 8330 US HWY 42, FLORENCE KY 41042	
Phone: 859-283-1003	Email: donny.grant@boone.kyschools.us

The designated representative for the Vendor for this Agreement is:

Name: Katie Sojewicz	Title: Vice President Professional Development
Address: The Reading League, 103 Wyoming St, 2nd Floor, Syracuse NY 13204	

Phone: _____ Email: Katie@thereadingleague.org

Section 9. Data Opt Out

The District may provide a mechanism for students, parents, or guardians to opt out of any data sharing agreement with Vendor. In the event that a student, parent, or guardian opts out of any data sharing or Provided Services, the District shall notify Vendor of the opt-out within 48 hours of receipt. Within 48 hours of receipt of the opt-out notification, Vendor shall delete any and all Confidential Student Information pertaining to that student, as well as his or her parent or guardian.

Section 10. MISCELLANEOUS PROVISIONS

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

10.2 Law enforcement or court-mandated disclosures. Should law enforcement or other government entities ("Requesting Part(ies)") contact Vendor with a request for Confidential Student Data or District Data held by the Vendor pursuant any agreement of the Parties, the Vendor shall notify the District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request. Similarly, if Vendor becomes legally compelled to disclose any District Data, Confidential Student Information, or Education Records (whether by judicial or administrative order, applicable law, rule, regulation, or otherwise), Vendor shall use all reasonable efforts to provide the District with advance notice before disclosure so that the District may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure the District's compliance with the confidentiality requirement of federal or state law.

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

10.4 Cooperation with District Auditor. The District has the right to annually audit (either internally or via a third party) records of the Vendor relating to the performance of Provided Services or to data privacy processes and procedures. In the event of an annual audit, Vendor agrees to reasonably cooperate with District requests.

10.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement. The parties agree that such invalid or unenforceable provision shall be modified to the extent necessary to make it valid, legal, and enforceable, and, to the greatest extent possible, that provision will be construed in a manner that reflects the original intent of the parties.

10.6 Successors Bound. This Agreement is and shall be binding upon the respective successors in interest to the Vendor in the event of a merger, acquisition, consolidation, or other business reorganization or sale of all or substantially all of the assets of such business. In the event the vendor sells, merges, or otherwise disposes of its business to a successor during the term of this Agreement, the Vendor shall provide written notice to the District no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the Agreement and any obligations with respect to confidential data within the service agreement. The District has the authority to review and address the Agreement if it disapproves of the successor to whom the Vendor is selling, merging, or otherwise disposing of its business.

10.7 Effect of Agreement. The Parties agree that the terms and conditions set forth in this Agreement modify, amend, or supplement any other agreement between the Parties and further agree to be bound to the terms herein. To the extent that the Agreement expressly conflicts with the terms and conditions of any other agreement between the Parties, this Agreement shall control.

[Remainder of this page intentionally left blank]

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

BOONE COUNTY SCHOOL DISTRICT

By: _____ Date: 9/11/2025
Printed Name: Mr. Jesse Parks
Title/Position: Board of Education, Chair

[VENDOR NAME HERE]

By: _____ *K. Sojewitz* Date: 08/04/2025
Printed Name: Katie Sojewitz
Title/Position: VP Professional Development

Exhibit A: Products and Service

This AGREEMENT covers access to and use of [ENTER VENDOR NAME]'s existing Provided Services that collect, process or transmit Student Data, as identified below:

ADDENDUM

This Addendum is agreed and entered into by and between the **Boone County School District** ("District") and The Reading League ("Vendor"), and is intended to amend, modify, and supplement the 2025-2026 Professional Development Agreement. (hereinafter, the "Agreement").

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

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

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

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

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

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

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

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

BOONE COUNTY SCHOOL DISTRICT


By: _____

Date: 9/11/2025

Printed Name: Mr. Jesse Parks

Title/Position: Board of Educator, Chair

[VENDOR NAME HERE]

By:  _____ 7/30/25

Printed Name: Katie Sojewitz

Title/Position: Vice President Professional Development