

# StuderEducation

August 21, 2025

Claudette Herald  
Oldham County Schools  
6165 W. Highway 146  
Crestwood, KY 40014

Dear Supt. Herald,

Thank you for extending to Studer Education the opportunity to engage with you and the Oldham County School District (herein also referred to as “the District”) to advance your organizational excellence and continuous improvement priorities.

Studer Education will provide the following services as an extension of our current agreement:

## District Leadership Success – Starter Package

Service	Number	Purpose
Online Coaching Support	Up to 12 sessions (up to 1 hour per session)	To provide virtual coaching and planning for leaders in your organization
K12 Rounding Platform	Included	To enable efficient rounding and accurate analysis and reporting
Online Learning Lab Library	Up to 3 users	Online learning resources, available for asynchronous learning and review

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The term of this engagement (the "Engagement Term") commences on September 1, 2025, and continues through August 31, 2026. We serve at the pleasure of the Superintendent, and as such, you may request to discontinue the service of Studer Education if at any time during our engagement you are not satisfied with the services, in accordance with our General Terms & Conditions.

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

Engagement Term	Total Annual Fees	Due Date for Each Payment	Amount Due Each Payment
September 1, 2025 - August 31, 2026	\$9,995	September 30, 2025	\$2,249
		December 31, 2025	\$2,249
		March 31, 2026	\$2,249
		June 30, 2026	\$2,248

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

The general business terms found below apply to this agreement. As acceptance of the above, please return a signed copy of this document (electronic signatures are acceptable) by September 1, 2025. Please note that if the District does not return a signed copy of this agreement to us before that date, Studer Education will consider our quote and timetable to have expired, which allows us to keep dates and timelines in our proposals current and to ensure we are able to provide the best possible service to our current clients and to others with whom we may opt to extend an offer. In such instances, we would be happy to issue a new quote and timetable upon your request.

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

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

Sincerely,



Drew Chamberlain  
Chief Finance Officer  
Studer Education LLC

8/21/25

\_\_\_\_\_  
Date

## Oldham County School District

Agreed and accepted:

Signed by:



695AB231CD6E409...  
Claudette Herald  
Superintendent

8/22/2025

\_\_\_\_\_  
Date

## Accounts Payable Contact for invoice submissions:

Name: Claudette Herald

Phone: 5,022,413,500.00

Email: claudette.herald@oldham.kyschools.us

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## GENERAL BUSINESS TERMS

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

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

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

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

(d) If the engagement letter, work order, or statement of work indicates that Client has purchased a license to Studer’s K-12 Rounding software and technology or other software (including any software-as-a-service), mobile apps, or technology from Studer, then the supplemental terms of Attachment 1 are hereby incorporated.

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

(b) By providing Client copies of or access to Materials in connection with the SOW, Studer grants Client the right to use such Materials for Client’s own internal use for the purposes for which such Materials are provided, subject to any scope limitations identified in the Engagement Letter; *provided, however*, as between Client and Studer,

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Studer retains all ownership rights to such Studer Materials. Nothing herein prohibits Studer from incorporating third party rights in software or other intellectual property into the Studer Materials. For purposes of this Agreement, the term "Studer Materials" is broadly defined to include anything Client receives from Studer or its agents in performance of the Services, including without limitation Studer's proprietary intellectual property and materials (whether or not registerable as a copyright, trademark, or patent), know-how, and trade secrets, but specifically excluding any Client Data to the extent incorporated in the Studer Materials.

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

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

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

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

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

**4. Client Responsibilities.** In order for Studer to perform the Services and provide the Studer Materials, Client is responsible for the following: (a) providing Studer with access to Client's office space, equipment, data, and access to personnel, as

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necessary to perform the Services; (b) providing accurate and complete information in response to Studer data requests; (c) making all final decisions and approvals needed after consideration of Studer's recommendations; (d) using all Services provided by Studer in a manner consistent with all applicable requirements, rules, regulations, and laws; and (e) fulfilling such other responsibilities as may be set forth in the SOW. The activities, conclusions, strategies, suggestions, and recommendations that Studer develops and implements represent Studer's experienced judgment based on the information provided to Studer.

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

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

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

(b) Studer may obtain Confidential Information of third parties in connection with Client's contracts with suppliers, manufacturers and other vendors. Studer will

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maintain the confidentiality of all third-party Confidential Information, use it in a reasonable and appropriate manner, and only to the extent necessary to perform its obligations in this Agreement.

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

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

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

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

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

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

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intend to collect or process highly sensitive, financial, or health-related PII, and Client will not deliver such information to Studer.

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

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

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

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

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

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

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

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

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

**9. Effect of Termination.** (a) If this Agreement is terminated for convenience by either

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party, Client will pay Studer for all Services rendered, Studer Materials provided, expenses incurred, contingent fees earned (if applicable), termination fees (if applicable), or commitments made by Studer through the Termination Date in accordance with this Agreement.

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

(c) Any upfront payment made by the Client shall be non-refundable, and no part of such payment will be reimbursed upon termination, regardless of whether the termination is for convenience or for cause.

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

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

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

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

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any Claim at its own expense.

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

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

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

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

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

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

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CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES.

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

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

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

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

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

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

**16. Client Policies.** If Studer personnel are required to comply with Client policies, and

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Studer's policies conflict with Client policies, the parties will work to determine an appropriate solution to ensure that Studer's personnel will not be subject to conflicting policies.

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

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

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

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

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

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

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both parties.

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

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

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

**24. Notice.** All notices or demands required hereunder will be in writing and will be served by nationally recognized overnight courier service and will be deemed delivered on the date that the overnight shipping company registers delivery to the appropriate party at the address stated in the Engagement Letter, his or her successor, or other designee or officer of the party with a copy to: Chief Executive Officer, Studer Education LLC, 6732 W Coal Mine Ave, Unit 501, Littleton, CO 80123.

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

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

## ATTACHMENT 1 –

### K-12 ROUNDING SOLUTIONS TERMS AND CONDITIONS

These K-12 Rounding Solutions Terms and Conditions (these “**Supplemental Terms**”) are made part of the General Business Terms or other Agreement (the “**Terms**” or “**Agreement**”) to which they are attached, and these Rounding Terms are adopted by and between Studer Education, LLC, a Colorado limited liability company (“**Studer**”) and the school, district, system, or other entity who has entered into the General Business Terms or other Agreement with Studer (“**Client**” or “**District**”).

Because Client desires to access and use Studer’s rounding services and technology solutions that help enable organizations to deliver better outcomes through repeatable, consistent, structured conversations and data-gathering, the parties agree as follows:

1. **DEFINITIONS.** Capitalized terms not defined in these Supplemental Terms have the meanings provided in the Agreement. If a term is defined in both these Supplemental Terms and the Agreement, the definition provided in these Supplemental Terms applies with respect to the Rounding Platform (defined below), and the definitions in the Agreement apply to the other Services provided by Studer.

1.1 “**Client Data**” has the meaning provided in the Agreement but for clarity does not include Usage Data or Aggregated Data, as such terms are defined below.

1.2 “**Documentation**” means any user materials, instructions, and specifications made available by Studer to Client for the Services.

1.3 “**Order**” means any written order document executed by Studer and Client setting forth the terms and conditions relating to the Services, including the applicable Fees. Each Order incorporates these Supplemental Terms.

1.4 “**Platform**” means the Studer’s proprietary platform and infrastructure utilized by Studer to provide the Software to Client under these Supplemental Terms, which may include websites and mobile applications, as applicable and further described in the Order or Documentation.

1.5 “**Software**” means Studer’s proprietary software as a service, hosted, installed,

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or mobile application offering as set forth in the applicable Order and made available by Studer to Client and Users, including any modified, updated, or enhanced versions that may become part of the Software.

**1.6 "Solution"** means the combination of the Platform, Software, Services, and Support Services provided under these Supplemental Terms and the applicable Order.

**1.7 "Support Services"** means Studer's standard technical support, including as available through the Platform, help pages, and functionality, and live support as described in the Order.

**1.8 "Users"** means Client's employees, independent contractors, and other individuals who are authorized by Client to use the Services on behalf of Client.

## **2. SOLUTION AND FEES.**

**2.1 Provision of Solution.** Subject to these Supplemental Terms and the Agreement, Studer shall provide to Client the Solution ordered by Client under these Supplemental Terms and each Order.

**2.2 Fees.** The fees for the Solution are set forth in the applicable Order and are payable in accordance with the terms of the Agreement. Unless otherwise set forth in an Order, the fees reflect pricing for the specific number of Users and other restrictions and assumptions set forth in the Order and are subject to change if Client's usage exceeds such restrictions and assumptions. Unless otherwise set forth in an Order, fees are annual, payable in advance on each anniversary of the effective date of the applicable Order.

## **3. ACCESS TO ROUNDING PLATFORM.**

**3.1 Access Rights; Client's Use of the Platform.** Subject to these Supplemental Terms, Studer hereby grants to Client, during the Term (as defined below), a non-exclusive, non-transferable (except as permitted below), non-sublicensable right to access and use the Solution for Client's and its Affiliates' internal business purposes in accordance with the Documentation and the terms and conditions of these Supplemental Terms. Studer and its licensors reserve all rights in and to the Solution not expressly granted to Client under these Supplemental Terms.

**3.2 Restrictions on Use.** Client shall not (a) reproduce, display, download, modify, create derivative works of or distribute the Solution, or attempt to reverse engineer, decompile, disassemble or access the source code for the Solution or any component thereof; (b) use the Solution, or any component thereof, in the operation of a service bureau to support or process any content, data, or information of any party other than Client or Client Affiliates; (c) permit any party, other than the then-currently

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authorized Users to independently access the Solution; (d) use the Solution any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third-party, or that violates any applicable law; or (e) use the Solution to store or transmit any code, files, scripts, agents, or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

**3.3 Users.** Under the rights granted to Client under these Supplemental Terms, Client may permit its and its Affiliates' independent contractors and employees to become Users in order to access and use the Solution in accordance with these Supplemental Terms; provided that Client shall be liable for the acts and omissions of all Client Affiliates and Users to the extent any of such acts or omissions, if performed by Client, would constitute a breach of, or otherwise give rise to liability to Client under, these Supplemental Terms. Client shall not, and shall not permit any User to, use the Solution except as expressly permitted under these Supplemental Terms. Client is responsible for Users' compliance with these Supplemental Terms. Studer reserves the right to condition access to and use of the Solution by each User on the User's agreement to Studer standard click-through agreement, which applies to and governs that individual User's permissions and use of the Services (a "**EULA**"), provided, however, that no terms of any EULA modify or supersede any terms of these Supplemental Terms or affect any rights or obligations of Client hereunder.

**3.4 Client Data, and Acceptable Use Policy.** Client and Users may post Client Data, including information, images, data, and content, on the Solution, all of which remains the property of Client or its Users, and to which Client and each User grants Studer a license to copy, process, and publish such Client Data as is reasonably necessary to provide the Solution. Client and Users shall not use, or facilitate or allow others to use, the Solution: (a) for any illegal or fraudulent activity; (b) to violate the rights of others; (c) to threaten, incite, promote, or actively encourage violence, terrorism, or other serious harm; (d) for any content or activity that promotes child sexual exploitation or abuse; (e) to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device; or (f) to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam"). Studer reserves the rights to investigate any allegations of any of the foregoing and to suspend or terminate the Solution upon a reasonable belief that any violations of the foregoing have occurred.

**3.5 Prohibited Data.** Notwithstanding anything to the contrary in these Supplemental Terms, Client shall not, and shall take commercially reasonable efforts to ensure that its Users do not, upload to the Solution or otherwise submit or make

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accessible to Studer any financial account or government issued identifiers (e.g., social security numbers, credit card information, or bank information), protected health information, educational records, student educational records as defined under the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations, or other types of sensitive data that is subject to specific or elevated data protection requirements (other than business-related Personal Data necessary to utilize and deliver the Services to Client) (collectively, **"Prohibited Data"**). Notwithstanding anything to the contrary in these Supplemental Terms, Client acknowledges that: (a) the Solution is not intended for the management or protection of Prohibited Data and may not provide adequate or legally required security for Prohibited Data; and (b) Studer shall have no liability for any failure to provide protections set forth in any laws, rules, regulations, or standards applicable to such Prohibited Data or to otherwise protect the Prohibited Data. If Client or any User uploads any Prohibited Data to the Solution in violation of this Section, Studer may, without limiting any of its other rights and remedies, delete such Prohibited Data.

## **4. SUBSCRIPTION PERIOD AND TERMINATION.**

**4.1 Subscription.** The Solution is purchased as a subscription, which may have a different term from other Services purchased by Client. The subscription term for the Solution commences on the date of the applicable Order and, unless terminated earlier in accordance with these Supplemental Terms, continues for the duration of the subscription term identified in the Order, inclusive of the Initial Term and each Renewal Term, as such terms are defined below (**"Subscription Period"**).

**4.2 Term.** The initial term Subscription Period begins on the date set forth in the Order and continues for three years (**"Initial Term"**). Thereafter, Subscription Period automatically renews for additional one-year periods (each, a **"Renewal Term"**), unless a party gives the other party written notice of its intent to not renew at least 60 days prior to the end of the Initial Term or the then-current Renewal Term.

**4.3 Termination for Cause.** A party may terminate the Subscription Period upon notice if the other party materially breaches any provision of these Supplemental Terms and (provided that such breach is capable of cure) does not cure such breach within 30 days after being provided with written notice of such breach.

**4.4 Effects of Termination.** Upon termination of the Subscription Period: (a) all amounts owed to Studer under these Supplemental Terms before such termination are due and payable; (b) Client's rights granted in these Supplemental Terms immediately cease; (c) Client shall promptly discontinue all access and use of the Solution and return or erase, all copies of the Documentation in Client's possession or control; and (d) Studer shall promptly return or erase all Client Data, except that

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Studer may retain Client Data in Studer's archived backup files. Sections 1, 3.2, and 4-8 of these Supplemental Terms, along with any definitions or provisions required to enforce or interpret the foregoing, survive expiration or termination of these Supplemental Terms.

**4.5 Suspension.** Notwithstanding anything to the contrary in these Supplemental Terms, Studer may suspend Client's access to the Platform if Studer determines that: (a) there is an attack on the Platform; (b) Client's or any of its Users' use of the Platform poses a reasonable risk of harm or liability to Studer and, if capable of being cured, Client is not taking appropriate action to cure such risk; (c) Client or any Users have breached any license restrictions or confidentiality obligations; (d) Client's or its Users' use of the Platform violates applicable law; or (e) Client has failed to pay any undisputed amounts owed under these Supplemental Terms when due and has failed to cure such late payment within 15 days after Studer provides Client with written notice of such late payment. Studer shall use commercially reasonable efforts to provide Client with notice of such suspension. Studer may suspend Client's access to the Platform until the situation giving rise to the suspension has been remedied to Studer's reasonable satisfaction. Studer's suspension of Client's access to the Platform will not relieve Client of its payment obligations under this Agreement.

## **5. PROPRIETARY RIGHTS AND DATA.**

**5.1 Platform.** As between the parties, all proprietary technology utilized by Studer to perform its obligations under these Supplemental Terms, and all intellectual property rights in and to the foregoing, are the exclusive property of Studer. Studer or its third party licensors retain ownership of all right, title, and interest to all copyrights, patents, trademarks, trade secrets, and other intellectual property rights in and to the Platform, including the Software, Documentation, customizations, all content (excluding Client Data) delivered through the Platform, and enhancements, and all processes, know-how, and the like utilized by or created by Studer in performing under these Supplemental Terms. Any rights not expressly granted to Client hereunder are reserved by Studer.

**5.2 Work Product/Content.** Unless an Order specifically identifies newly-developed custom works of authorship that Studer is to develop and that Client shall own ("**Custom Deliverables**"), all reports, analyses, documentation, and other information provided by Studer to Client remain the property of Studer ("**Materials**"), and Studer grants Client a license to use the Materials in connection with the Services. For any Custom Deliverables identified in an Order, Studer shall assign and transfer to Client all right, title, and interest in such Custom Deliverables.

**5.3 Client Data and License.** As between the parties, Client owns all right, title, and

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interest in Client Data, including all intellectual property rights therein. Client hereby grants to Studer and its authorized representatives and contractors, during the Term, a limited, non-exclusive, non-transferable (except as permitted below) license to use the Client Data solely for the limited purpose of performing the Services for Client and fulfilling its other obligations and exercising its rights under these Supplemental Terms.

**5.4 Data Security and FERPA.** Studer shall implement and maintain reasonable administrative, physical, and technical safeguards designed to protect the security, confidentiality, and integrity of Client Data transmitted to and stored within the Platform, in accordance with applicable industry standards. Notwithstanding the foregoing, Client acknowledges that the Service is not designed to process, store, or manage sensitive personal information, including Prohibited Data. Except for limited business contact information of Users (e.g., names, job titles, business email addresses, and business phone numbers), Client uploads to or process through the Services any other personal information, whether subject to the CCPA, FERPA, or other applicable federal or state privacy laws, strictly at Client's sole risk. Studer shall have no responsibility or liability for any such information submitted in violation of this Section. Client remains solely responsible for its compliance with all applicable data protection laws and shall ensure that Client's use of the Service, and Client's provision of Client Data, complies with all such laws.

**5.5 Aggregated Data and Usage.** "Aggregated Data" means any data or information that is either (or both) de-identified or aggregated with other data such that no individual person (including Client or any User) can reasonably be identified from such data. Notwithstanding anything in this Agreement to the contrary, Studer may use, analyze, maintain, store, and publish Aggregated Data. Studer retains ownership of all right, title, and interest in and to Aggregated Data. Studer may use Aggregated Data for any lawful purpose, including, but not limited to, to improve, market, and provide the Services. Studer may identify or disclose Client and any User publicly only with the prior consent of Client or such User. "Usage Data" means any content, data, or information that is collected or produced by the Platform in connection with use of the Services that does not identify Client or its Users, and may include, but is not limited to, usage patterns, traffic logs, and user conduct associated with the Platform. Studer retains ownership of all right, title, and interest in and to the Usage Data. Studer may use Usage Data in connection with its performance of its obligations in this Agreement and for any other lawful business purpose, including, but not limited to, benchmarking, data analysis, and to improve Studer's services, systems, and algorithms.

## **6. WARRANTY; DISCLAIMERS.**

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**6.1 Access to the Platform.** Studer warrants that the Solution will perform materially in accordance with the Documentation and this Agreement. Studer does not warrant that the Solution will be completely error-free or uninterrupted. If Client notifies Studer of a reproducible error in the Solution that indicates a breach of the foregoing warranty (each, an **"Error"**) within 30 days after Client experiences such Error, Studer shall, at its own expense and as its sole obligation and Client's exclusive remedy: (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Studer is unable to correct or provide a workaround for such Error within 60 days after receiving notice of such Error from Client, Client may terminate the Subscription Period upon notice to Studer, and Studer shall refund the amounts paid by Client for the remainder of the then-current Initial Term or Renewal Term. The warranties set forth in this Section do not apply to any third Party offerings or cover any Error caused by: (i) Client or its Users; (ii) use of the Solution in any manner or in any environment inconsistent with its intended purpose; (iii) Client's hardware or software if modified or repaired in any manner which materially adversely affects the operation or reliability of the Solution, or (iv) any equipment, software, or other material utilized by Client in connection with the Solution contrary to the provider's instructions.

**6.2 Right to Client Data.** Client represents and warrants that Client has the rights and licenses to: (a) use the Client Data as contemplated by this Agreement; and (b) grant Studer the license to Client Data set forth above.

**6.3 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

**7. INDEMNIFICATION.** In addition and subject to the terms for defense and indemnification set forth in the Agreement:

**7.1 Claims Against Client.** Studer shall defend any claim, suit, or action against Client brought by a third party to the extent based on an allegation that the Software infringes any intellectual property rights of such third party (a **"Client Claim"**), and Studer shall indemnify and hold Client harmless, from and against damages, losses, liabilities, and expenses (including reasonable attorneys' fees and other legal expenses) (collectively, **"Losses"**) that are specifically attributable to such Client Claim or those costs and damages agreed to in a settlement of such Client Claim. If the use of the Platform is enjoined, Studer shall, at Studer's option and expense, either:

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(a) procure for Client the right to continue using the Platform; (b) replace the Software with a non-infringing but functionally equivalent product; (c) modify the Software so it becomes non-infringing; or (d) terminate this Agreement and refund the amounts Client paid for access to the Platform that relate to the period during which Client was not able to use the Platform. Notwithstanding the foregoing, Studer shall have no obligation under this Section with respect to any infringement claim based upon: (i) any use of the Solution not in accordance with this Agreement; (ii) any use of the Solution in combination with products, equipment, software, or data that Studer did not supply or approve of if such infringement would have been avoided without the combination with such other products, equipment, software or data; or (iii) any modification of the Solution by any person other than Studer or its authorized agents or subcontractors. This Section states Studer's entire liability and Client's sole and exclusive remedy for claims or actions arising from or related to the Solution.

**7.2 Claims Against Studer.** Client shall defend, any claim, suit, or action against Studer brought by a third party to the extent that such claim, suit, or action is based upon Studer's use of any Client Data in accordance with this Agreement or Client's use of any Client Data (a "**Studer Claim**"), and Client shall indemnify and hold Studer harmless, from and against Losses that are specifically attributable to such Studer Claim or those costs and damages agreed to in a settlement of such Studer Claim. Notwithstanding the foregoing, Client shall have no obligation under this Section or otherwise with respect to any Studer Claim to the extent based upon Studer's use of the Client Data in violation of this Agreement.

## **8. GENERAL.**

**8.1 Compliance with Laws.** Each party shall comply with all laws, rules, and regulations, applicable to that party in connection with this Agreement.

**8.2 Subject to Agreement.** These Supplemental Term are made part of and subject to the Agreement. These Supplemental Terms are intended to be interpreted in harmony with the Agreement, but if there is a conflict or inconsistency between these Supplemental Terms and the Agreement, then these Supplemental Terms govern solely with respect to the Solution and the subject matter hereof. No amendment to these Supplemental Terms is effective unless in writing and signed by the party to be charged.

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## Exhibit A

### Order Form and Description of Services

This order form (this "Order") is made subject to and part of the Services Agreement, dated June 15, 2025, by and between Studer Education, LLC ("Studer") and the Client identified below. Except as expressly set forth below in this Order, the terms and conditions of the Agreement govern the delivery of the Services described in this Order.

<b>Client:</b>	Oldham County School District
<b>Client Address:</b>	6165 W. Highway 146 Crestwood, KY 40014
<b>Effective Date of Order:</b>	September 1, 2025
<b>Initial Term</b>	3 years from Effective Date Each annual period from the Effective Date is a "Contract Year"
<b>Renewal Periods</b>	One year each
<b>Description of Services:</b>	<p><b>ROUNDING PLATFORM:</b></p> <p><u>Description:</u> Access and Use of the Rounding Platform</p> <ul style="list-style-type: none"> <li>• Unlimited Users with the Institution's employee based, governed by domain email addresses - with written exceptions made by Studer Education on behalf of the institution.</li> <li>• Users assigned accounts by named admin</li> </ul> <p><b>CLIENT SUCCESS, CONFIGURATION, AND IMPLEMENTATION SERVICES</b></p> <p><u>Description:</u></p> <ul style="list-style-type: none"> <li>• To be completed within 90 days of this Order Effective Date, or by mutually agreed extension..</li> <li>• A comprehensive review of district structuring to meet the employee rostering needs of the platform. <ul style="list-style-type: none"> <li>o Securing a CSV list of all employees across the</li> </ul> </li> </ul>

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	<p>institution</p> <ul style="list-style-type: none"> <li>o Identification of department / school assignments for employees across the institution</li> <li>o Uploading employees' name, email, and identified department / school into the platform.</li> <li>o Up to 5 hours of online video conferencing (e.g., Zoom) to support the following services: <ul style="list-style-type: none"> <li>▪ Admin coaching and strategy for assigning platform users</li> <li>▪ Conducting interviews with key users to ensure a successful platform launch, adoption, and usage</li> <li>▪ Guidance on adding users, managing user permissions, and navigating the platform</li> <li>▪ Coaching on building customized templates</li> <li>▪ Executive-level platform coaching</li> <li>▪ Utilizing the platform to monitor and enhance rounding conversation and summary reports</li> <li>▪ Additional services as mutually agreed upon</li> </ul> </li> <li>• QUARTERLY – UNTIL ANNIVERSARY DATE, START OF YEAR 2 <ul style="list-style-type: none"> <li>o Up to 3 hours of online video conferencing support (e.g., Zoom), tailored to Client-specific needs and strategy development.</li> </ul> </li> </ul> <p><u>Total Fees for Implementation and Configuration:</u> \$2,995 discounted to \$0.</p>
	<p><b>TECHNICAL SUPPORT:</b></p> <p><u>Description:</u> Live support available M-F, 8am-4pm MT</p> <p>Total Annual Fees for Technical Support: <i>Included in Annual Rounding Platform Fees.</i></p>

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	<p><b>ADDITIONAL SERVICES:</b></p> <p><u>Description:</u> Services beyond the scope of Client Success, Implementation and Configuration Services may be provided at a rate of \$225 per hour, plus any applicable travel, meal, and entertainment expenses necessary for the performance of the agreement. Such additional services and associated costs shall require prior mutual written agreement between the parties before commencement.</p>
<p><b>Fees and Invoicing:</b></p>	<p><u>Total Annual Platform for <b>Unlimited Users:</b></u></p> <ul style="list-style-type: none"> <li>• Year 1: \$4,995 annually for unlimited users — included at no additional cost with the Leadership Success Starter Package Package. If the package is terminated before completion, a prorated software fee will apply.</li> <li>• Year 2: \$4,995/year for unlimited users</li> <li>• Year 3: \$4,995/year for unlimited users</li> </ul> <p><u>Total Fees for Client Success Implementation and Configuration Services:</u> \$0</p> <p><u>Total Annual Fees for Technical Support:</u> Included in Annual Platform Fees</p> <p><u>Invoicing:</u> In Years 2 and 3, Studer will submit invoices within 30 days of the Effective Date of this Order, and annually within 30 days of the anniversary of the Effective Date of this Order.</p>

The Parties hereby executed this Order as of the Effective Date of Order set forth above.

# Studer Education

Discover why more than 200 school districts  
trust our evidence-based framework to  
transform leadership and hardwire excellence.

[www.StuderEducation.com](http://www.StuderEducation.com)



# Proposal

**Studer**  
Education



**Oldham County Schools**  
*Ignite Passion. Experience Excellence.*

## **Oldham County School District**

August 13, 2025

6165 W. Highway 146  
Crestwood, KY 40014

Attention:

• **Claudette Herald,**  
Superintendent

Submitted By:

**Dr. Deanna Ashby**  
Senior Executive, Partner Development  
Studer Education

Mobile: 270.339.2737

Email: [dashby@studereducation.com](mailto:dashby@studereducation.com)

# Leadership Success

## Our Recommended Solution

	★ Starter	Transformer	Accelerator	Platinum
On-site Summer Leadership Retreat Session (One Day)	-	-	-	1
On-site Professional Coaching (Days)	-	-	2	6
Organization & Culture Assessment	-	-	1	1
Annual Survey and Roll-out Package	-	1	2	3
Online Coaching Support (50-Minute Sessions)	12	24	24	36
Online Learning Lab Library (Scalable Multi-User Access)*	3	10	20	Enterprise
K12 Rounding Platform (Full Access)	Included	Included	Included	Enterprise
★ Recommended Solution	\$9,995	\$24,995	\$39,995	\$99,995

\*User limits are designed to support effective implementation at scale. Packages are optimized for success at each level and are not adjusted à la carte.

# Here is Your Custom Package (with Discount)

Transparent and Affordable. Always.

## Option 1 – 1 Year Commitment

<b>Leader Success Starter Package</b> <ul style="list-style-type: none"><li>• 12 Virtual Calls</li><li>• 3 Licenses to Studer Education's Online Library</li><li>• Full Access to K12 Rounding Platform</li></ul>	
<b>Total:</b>	\$9,995

- We use a simple and easy contracting process.
- Billing is available on an annual, quarterly, or monthly basis.



Our service guarantee means your price and services are locked in from day one. And unlike others, we have no hidden fees or costs.

Need additional services? No problem. Our service guarantee includes a locked-in menu of options to add on at any time.

# Driven by a Passion for Education

Here is a little bit about me and my contact details



## **Dr. Deanna Ashby**

Sr. Executive of Partner Development

Email: [dashby@studereducation.com](mailto:dashby@studereducation.com)

Phone: 270.339.2737

## **EDUCATION AND CERTIFICATIONS**

- Ed.D., Educational Leadership,  
Oakland City University
- M.A., Secondary School  
Guidance, Western Kentucky  
University

As the Sr. Executive of Partner Development at Studer Education, Dr. Ashby is dedicated to aligning your district with the right coach - one who fully understands and supports your unique priorities and goals. With over 30 years of experience in public education, including five as a superintendent, she brings a deep commitment to education as a community-centered calling. Nationally, Dr. Ashby supports the development of future education leaders with the AASA National Superintendent Certification Program®.