

MEMORANDUM OF UNDERSTANDING

Live View Access to School Security Camera System

**Between
Campbell County Board of Education
And
Campbell County Emergency Communications District**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is by and between Campbell County Emergency Communications District (hereinafter referred to as the "E911") and the Campbell County Board of Education (hereinafter referred to as the "Schools").

WITNESSETH

WHEREAS, E911 and the Schools desire to set forth the parameters by which E911's dispatch team, may be permitted access to live view the Schools' security camera system during the pendency of an emergency occurring on School property that threatens life, bodily harm or significant damage to property (a "Qualifying School Emergency"); and

WHEREAS, E911 and the Schools desire to create an atmosphere of cooperation toward the common goals of providing a safe learning environment for students and a safe working environment for educational staff by enabling the dispatch team access to the best tools and technology available in the event of a Qualifying School Emergency;

NOW, THEREFORE, in consideration of the mutual promises and representations contained herein, E911 and the Schools do hereby agree as follows:

SECTION 1. PURPOSE.

The purpose of this MOU is to establish an agreed organizational structure and mandatory procedures (the "Emergency Camera Access Protocol" or "ECAP") to be followed by all of E911's dispatch team and the Schools in the event of a Qualifying School Emergency such that E911's dispatch team will be permitted immediate live access to and the live use of the School's security camera system during the duration of the Qualifying School Emergency. E911 and the Schools agree that the success of this cooperative effort requires prompt and effective communication between E911's Emergency Personnel and School representatives as described herein.

This MOU also contemplates the use of emergency communication tools and systems utilized by the Schools to facilitate timely coordination and information sharing with E911 during a Qualifying School Emergency.

SECTION 2. TERM.

The term of this MOU shall commence on July 1, 2024, and terminate on June 30, 2025, unless terminated earlier as provided herein. The parties may renew or extend this MOU by mutual written consent at any time.

SECTION 3. MISSION, GOALS, AND OBJECTIVES.

The mission of the Emergency Camera Access Protocol ("ECAP") is to provide an organizational structure and procedures to provide prompt and efficient live access to the Schools' security camera system as is necessary to aid E911's dispatch team in real time while responding to a Qualifying School Emergency occurring within facilities or on grounds operated by the Schools.

The goals and objectives of ECAP are designed to develop and enable access to School owned and operated technology and resources that may assist E911's dispatch team to better assess threats and take proper action when facing a Qualifying School Emergency. The goals of ECAP include:

1. Allowing E911's dispatch team to access tools and technology already in the Schools in order to better react to and provide emergency services to the Schools, its students and its personnel in a safe and effective manner during the period of a Qualifying School Emergency; and
2. Maintaining a safe and secure environment on school grounds consistent with all applicable Federal, State and Local laws, rules, and regulations, including but not limited to the Policies of the Campbell County Board of Education.

SECTION 4. EMERGENCY CAMERA ACCESS PROTOCOL.

E911 shares in the responsibility for ensuring the safety of the community and effectively responding to emergency situations in Campbell County, including, from time to time, on School property. In the event E911 is called to dispatch law enforcement and/or medical personnel to aid relative to a Qualifying School Emergency on School property, and should E911 or Campbell County law enforcement personnel determine that live access to the School's security camera system is necessary to aid them in their response, then they shall have the option of declaring a Qualifying School Emergency and directly accessing the School's security camera system during the duration of the Qualifying School Emergency. E911 shall immediately notify the Schools whenever its dispatch team access the School's security camera system. After the emergency is resolved, E911 will immediately terminate its access to the security camera system and E911 shall contact the Schools within twenty-four (24) hours to facilitate the completion of any necessary or requested documentation memorializing, in detail, the basis for E911's access of the security camera system, how the system was used, and all other factual information related thereto, as requested.

Dispatch team's access to the School's security camera system is expressly limited to current live action viewing only. E911 shall not download, record, screen shot, duplicate, store, or search for, in any manner, any digital content, whether audio or video, from the Schools' security camera system.

Use of Raptor Emergency Management Application

The Schools utilize the Raptor Emergency Management application ("Raptor") as an emergency communication and response tool. In the event of a Qualifying School Emergency, Raptor may be used by authorized School personnel to initiate an emergency alert that allows for direct communication with E911, including the ability to place a text message or voice call directly to E911. The use of Raptor is intended to supplement, and not replace, existing emergency communication protocols, and to provide E911 with timely and accurate information to support emergency response efforts.

SECTION 5. DUTIES AND RESPONSIBILITIES.

- A. Schools. The responsibilities of the Schools are limited to, the following:
 1. Providing prompt responses to any requests by the dispatch team to issues related to obtaining live access to security camera systems upon request.
 2. Ensuring proper documentation and follow-up regarding security camera access by the dispatch team.
- B. E911. E911's responsibilities include, but are not be limited to, the following:
 1. Initially determining whether a Qualifying School Emergency necessitates that dispatch team obtain live access to security cameras owned and operated by the Schools, with input from Schools, law enforcement agencies, and other public entities.
 2. Initiating live access to the security cameras owned and operated by the Schools for the duration of the Qualifying School Emergency only.

3. To ensure confidentiality and compliance with both state and federal student privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Campbell County Emergency Communications District, and its agents and employees, shall only access school surveillance cameras/video in the event of a Qualifying School Emergency.
4. Maintaining the complete confidentiality of any and all digital images or other information accessed on the Schools' security cameras in accordance with all applicable Federal, State and Local laws, rules, and regulations, including but not limited to the Policies of the Campbell County Board of Education.
5. Completing all proper documentation and follow-up requested by the Schools regarding any security camera access event.
6. Maintaining the complete confidentiality of passwords used to access security cameras owned and operated by the Schools through the Avigilon Unity Web portal.

SECTION 6. TERMINATION.

Either party may terminate this MOU, without cause, upon seven (7) days written notice to the other party. Should either party violate any term of this MOU, the non-violating party may terminate this MOU immediately and without formal notice.

SECTION 7. NOTICE.

Any notice that E911 has declared a Qualifying School Emergency and that it has accessed the School's security camera system shall be immediately provided by E911, by both telephone and email, to: 1) the Director of Schools; and 2) the Director of School Leadership; and 3) the Director of Technology.

Raptor Emergency Management Notifications

The parties acknowledge that the Schools may utilize the Raptor Emergency Management application to initiate emergency notifications or communications, including direct text or voice communication with E911, during a Qualifying School Emergency. Such communications are intended to supplement, and not replace, the notice requirements set forth in this Section.

Any other notice, consent, or other communication in connection with this MOU shall be in writing and shall be delivered in person, by email, by regular U.S. Mail or by facsimile transmission (provided sender confirms notice by written copy). If hand-delivered, the notice shall be effective upon delivery. If by email or facsimile, the notice shall be effective when sent. If by U.S. Mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service addressed appropriately to the intended recipient as follows:

If to the Schools:
 Director of Schools
 172 Valley Street
 Jacksboro, Tennessee 37757

If to E911:
 Campbell County Emergency Communications District
 1111 Jacksboro Pike
 LaFollette, Tennessee 37766

SECTION 8. GOOD FAITH.

The parties and their employees agree to cooperate in good faith in fulfilling the terms of this MOU. In the event unforeseen disputes, difficulties or questions arise, the parties will first attempt to resolve them by engaging in negotiation between appropriate representatives of the parties.

SECTION 9. GOVERNING LAW.

This MOU is governed by the laws of the State of Tennessee.

NOW, THEREFORE, this MOU has been agreed to by the parties as indicated by the authorized signatures below.

Board Chair, Campbell County Board of Education

Campbell County Emergency Communications
District by its _____

Director of Schools, Campbell County Schools

MEMORANDUM OF AGREEMENT

Between
DAYSPRING HEALTH
And
CAMPBELL COUNTY BOARD OF EDUCATION

This memorandum of agreement (“Agreement”) is made effective as of [Effective Date] between **DAYSPRING HEALTH** (“Health Center”) and **CAMPBELL COUNTY BOARD OF EDUCATION** (“Education Agency”). This Agreement is not supported by consideration and neither party intends this Agreement to be legally binding.

I. PROVISION OF REFERRAL SERVICES

a. Standard of Care and Scope of Services

Health Center agrees to provide preventive and treatment dental care services to students referred by the Education Agency at predetermined Education Agency sites. Services shall be provided on a predetermined basis, consistent with, at minimum, the prevailing standard of care and in the same professional manner and pursuant to the same professional standards as are generally furnished to patients of the Health Center. Dental services provided under this Agreement shall include, but are not limited to:

- Preventive dental care services
- Dental treatment services delivered via mobile dentistry

b. Delivery of Services

Preventive dental services shall be provided onsite within school facilities using portable or mobile dental equipment. Dental treatment services shall be provided within the Health Center’s mobile dental unit, which will be located on school property during scheduled service days. The specific location and scheduling of services shall be coordinated in advance between the Health Center and the Education Agency.

c. Expansion of Service Coverage

The parties agree that dental services under this Agreement are expanded as follows:

1. District 5 Schools – Grades 6–12

Services shall be provided to students in grades 6–12 attending the following schools:

- Jellico Middle School
- Jellico High School
- Elk Valley School (Grades 6–8)
- White Oak School (Grades 6–8)
- Wynn School (Grades 6–8)

2. South Campbell County Schools – Grades Pre-K through 5

Services shall be provided to students in grades Pre-K through 5 attending the following schools:

- LaFollette Elementary School
- Valley View Elementary School

- Caryville Elementary School
- Jacksboro Elementary School

d. Nondiscrimination

Neither party to this Agreement shall discriminate against any individual on the basis of race, color, sex, age, religion, national origin, English proficiency, or disability in carrying out the terms of this Agreement.

e. Acceptance of Referred Patients

Health Center agrees to consider each patient for the appropriate level of care and services.

f. Professional Qualifications

Health Center agrees to provide Education Agency with assurances that, during the term of this Agreement, it and, as applicable, the individuals furnishing the dental care services to patients are and will remain:

1. duly licensed, certified, and/or otherwise qualified to provide services hereunder, with appropriate training, education, and experience in the field of dental care; and
2. appropriately credentialed and privileged.

g. Medical Records/Notes

Health Center agrees to establish and maintain medical records regarding the provision of dental services, which records shall be the property of the Health Center.

h. Patients and Billing

To the extent that Education Agency students receive dental services from the Health Center pursuant to this Agreement, such individuals shall be considered patients of the Health Center. Accordingly, Health Center agrees to be solely responsible for billing and collecting all payments from appropriate third-party payers.

II. INSURANCE

Health Center represents and warrants that it is covered by a professional liability insurance policy (malpractice, errors, and omissions) providing sufficient coverage against professional liabilities that may occur as a result of furnishing dental care services to patients under this Agreement. Health Center understands and agrees that, as the provider of record for the services provided to patients under this Agreement, Health Center is solely liable for such services, and that Education Agency will not be liable, whether by way of contribution or otherwise, for any damages incurred by patients or arising from any acts or omissions in connection with the provision of such services.

III. NO EXCLUSIONS / DEBARMENT

Each party warrants that neither it nor its principals or employees are, or have been, excluded, debarred, suspended, proposed for debarment, or declared ineligible from participation in any federally funded program ("Exclusion"). Each party shall immediately notify the other of any

threatened or actual Exclusion. If a party is debarred, suspended, or excluded, this Agreement shall immediately and automatically terminate.

IV. PROVIDER JUDGEMENT AND FREEDOM OF CHOICE

All Health Center and health-related professionals employed by or under contract with either Party shall retain sole and complete discretion, subject to any valid restrictions imposed by participation in a managed care plan, to refer patients to any and all providers that best meet the requirements of such patients. All such patients shall be advised that, subject to any valid restrictions imposed by participation in a managed care plan, they may request referral to any provider of their choice.

V. AGREEMENTS WITH OTHER PARTIES

Health Center retains the authority to contract with other parties as necessary to implement Health Center policies and procedures, enhance patient freedom of choice, and improve accessibility, availability, quality, and comprehensiveness of care.

VI. VOLUME OR VALUE OF REFERRALS

Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either party.

VII. CONFIDENTIALITY

The parties shall maintain the privacy and confidentiality of all patient information in accordance with all applicable federal and state laws and regulations, including HIPAA and applicable implementing regulations.

VIII. TERM AND TERMINATION

- A. The term of this Agreement shall commence [**Start Date**] and continue through [**End Date**], unless sooner terminated in accordance with this Agreement.
- B. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.
- C. Notices shall be provided as follows:

Notice to Education Agency:
Campbell County Board of Education
172 Valley Street
Jacksboro, TN 37757

Notice to Health Center:
Dayspring Health, Inc.
c/o Chief Executive Officer
107 S. Main Street
Jellico, TN 37762

[Signature Page to Follow]

Dayspring Health, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Campbell County Board of Education

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

THIS SERVICES AGREEMENT (this "**Agreement**") is made by and between TNTP, Inc., a Delaware nonprofit corporation organized and operated exclusively for charitable and educational purposes and qualifies for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and is further classified as a public charity within the meaning of Section 509(a)(1) of the Code, with its principal office at 500 7th Avenue, 8th Floor, New York, New York 10018 ("**TNTP**"), and **Campbell County Schools**, with its principal office at **172 Valley St., Jacksboro, TN 37757** (the "**Client**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**"). This Agreement consists of the following terms, as well as the Scope of Services in the attached Schedule A.

STATEMENT OF PURPOSE: TNTP entered into Contract No. 89162 with the State of Tennessee, Department of Education (the "**State**"), dated December 9, 2025, pursuant to which TNTP would provide support services for school districts participating in the State's Comprehensive Literacy State Development (CLSD) ("**State Contract**"). The State Contract requires each participating school district to enter into its own contract with TNTP for support services. The Client has selected TNTP to provide services under the CLSD Program. Accordingly, the Client wants to engage TNTP to provide school support as detailed in this Agreement. Any terms not defined here shall have the meaning assigned to them in the State Contract.

Section 1. Term and Services.

For the period commencing on the Effective Date until **June 30, 2030** (the "**Term**"), TNTP agrees to provide services for the Client as specified in the services stated in Schedule A ("**TNTP's Services**," "**Scope of Services**," or "**Services**"). In the event that State does not provide funding for the final year of the Term (School Year 2029-2030), this Agreement will terminate on June 30, 2029, unless the Parties identify an alternative funding source for the Services. The Services may include the provision of documentation, reports, analysis, and other content ("**Deliverables**"). TNTP's Services will be considered accepted upon the Effective Date or upon commencement of the Services at Client's direction following Client's instructions to commence Services under the Proposal. TNTP will use its reasonable efforts to achieve the deadlines for Services, if any, set forth in any timetable and/or dates for delivery contained in Schedule A. TNTP may, upon written notice to Client, subcontract any portion of the Services in its sole discretion.

Section 2. TNTP and Client Responsibilities.

a. Client will cooperate with TNTP to facilitate the performance of TNTP's Services. If necessary to facilitate TNTP's provision of the Services, Client will provide TNTP with access (which may be in-person or remote via virtual means such as teleconference and videoconference, as agreed upon by the parties) to Client personnel, classrooms, meeting spaces, buildings, and background check processes as needed for TNTP's Services. If applicable, the Services may require student and/or staff/leader/teacher surveys, data collection and analysis, focus groups, student work samples, and video recordings of classroom activities, and all these activities will be done in compliance with this Agreement.

b. Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions that may relate to the implementation of the Services or results from the Services.

Section 3. Representations and Warranties; Disclaimer.

Each party represents and warrants that it:

a. Has the full right, power, legal capacity, and authority to enter into this Agreement and to carry out its obligations hereunder;

b. Maintains adequate and appropriate insurance, including comprehensive general liability, professional liability, and workers' compensation insurance, to cover activities under this Agreement;

c. Will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in connection with its performance under this Agreement; and

d. Is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Disclaimer of Warranties. EXCEPT AS PROVIDED IMMEDIATELY ABOVE, THE SERVICES, DELIVERABLES, AND TNTP THIRD PARTY MATERIALS ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. TNTP DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Section 4. Payment and Invoicing.

The Client shall pay a flat fee to TNTP in the amount of \$400,000 for TNTP’s Services (the “Client Fee”). TNTP shall invoice the Client for the Client Fee according to the following schedule:

Invoice Date	Invoice Amount	Related Service Dates
March 20, 2026	\$40,000	Effective Date to March 31, 2026
May 1, 2026	\$40,000	April 1, 2026 – June 30, 2026
	2025-2026 School Year Total: \$80,000	
September 20, 2026	\$20,000	July 1, 2026 – September 30, 2026
December 20, 2026	\$20,000	October 1, 2026 – December 31, 2026
May 1, 2027	\$40,000	January 1, 2027 – June 30, 2027
	2026-2027 School Year Total: \$80,000	
September 20, 2027	\$20,000	July 1, 2027 – September 30, 2027
December 20, 2027	\$20,000	October 1, 2027 – December 31, 2027
May 1, 2028	\$40,000	January 1, 2028 – June 30, 2028
	2027-2028 School Year Total: \$80,000	
September 20, 2028	\$20,000	July 1, 2028 – September 30, 2028
December 20, 2028	\$20,000	October 1, 2028 – December 31, 2028
May 1, 2029	\$40,000	January 1, 2029 – June 30, 2029
	2028-2029 School Year Total: \$80,000	
September 20, 2029*	\$20,000	July 1, 2029 – September 30, 2029
December 20, 2029*	\$20,000	October 1, 2029 – December 31, 2029
May 1, 2030*	\$40,000	January 1, 2030 – June 30, 2030
	2029-2030 School Year Total: \$80,000*	
Contract Total	\$400,000	

**Contingent upon continued availability of State funding through the 2029-2030 School Year or the Parties identifying an alternative funding source.*

TNTP’s failure to timely invoice will not constitute a waiver of any of TNTP’s rights hereunder or constitute a breach by TNTP of this Agreement. The invoice is due and payable by ACH or check within thirty (30) days of Client’s receipt of the invoice, without regard to any delay for purchase order or invoice reference. Client will validate any changes to ACH or check payments by contacting TNTP at ar@tntp.org. After thirty (30) days, interest may be charged at a rate of one percent (1%) per month. Client agrees to provide, for inclusion in each Scope of Services, the specific information that must be included on an invoice (e.g., a Purchase Order Number or other reference). If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. Once resolved, Client will promptly pay any disputed amounts to TNTP without the need for TNTP to issue an additional invoice.

Financial Contacts:

For TNTP: TNTP Accounts Receivable
ar@tntp.org

For Client:

Client Contact (General)

_____ (Name)
_____ (Title)
_____ (Email Address)

Billing/Payment Contact

_____ (Name)
_____ (Title)
_____ (Email Address)

TNTP will direct invoices and payment inquiries to this address. Whenever possible, a contact within Client's Accounts Payable or similar financial or business department is preferred.

Section 5. Independent Contractor.

TNTP's relationship to the Client is that of an independent contractor and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. TNTP will determine the method, details, and means of performing the Services. TNTP may represent, perform services for, and contract with other additional clients, persons, or companies as TNTP, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed to Client.

Section 6. Termination; Survival.

If at any time either of the parties believes that the other party has materially breached its obligations under this Agreement, written notice shall be given by the party alleging breach setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach has not been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure (as determined by the party providing written notice of asserted breach) have been made in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach has not been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for time and expenses incurred in rendering the Services pursuant to this Agreement prior to the effective date of such termination.

Sections 3 (Representations and Warranties; Disclaimer), 4 (Payment and Invoicing), 6 (Termination; Survival), 7 (Indemnification, Exclusion of Certain Damages, Limitation of Liability, Subpoenas, and Insurance Coverage), 8 (Intellectual Property Rights (IRPs)), 9 (Promotional Materials and Publicity), 10 (Data), 11 (Confidentiality) and 12 (Miscellaneous), and terms of Schedule A that expressly survive termination, will survive expiration or termination of this Agreement.

Section 7. Indemnification, Exclusion of Certain Damages, Limitation of Liability, Insurance and Subpoenas.

7.1 Indemnification. To the extent permitted by applicable law, each party agrees to defend and indemnify the other party, their subsidiaries and affiliates, and hold them harmless from any and all unaffiliated third party claims ("Claims"), losses, damages, penalties, costs, and expenses, including without limitation, settlement costs and any legal, accounting and other expenses for investigation or defending any actions or threatened actions (collectively, "Losses") to the extent such Claims were caused by (a) the intentional misconduct of a party, or any of their employees or agents, or (b) any untruth, inaccuracy, fraud or material omission in any representation or warranty made by a party. In addition, Client will defend, indemnify, and hold harmless TNTP from and against any Claims arising from employment decisions made by Client related to the Services

provided by TNTP. The party seeking indemnification shall provide the indemnifying party with prompt written notice of any Claim(s) and give complete control of the defense and settlement of the indemnifying party, and shall cooperate with the indemnifying party, its insurance company, and its legal counsel in its defense of such Claim(s). This indemnity shall not cover any Claim in which there is a failure to give the indemnifying party prompt notice to the extent such lack of notice materially prejudices the defense of the Claim.

7.2 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TNTP BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER TNTP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THE FOREGOING EXCLUSION DOES NOT APPLY TO CLAIMS RELATED TO TNTP'S FRAUD OR INTENTIONAL MISCONDUCT.

7.3 Limitation of Liability. NOTWITHSTANDING ANY DAMAGES THAT CLIENT MIGHT INCUR UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES), TNTP'S ENTIRE LIABILITY UNDER THIS AGREEMENT AND CLIENT'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE CLIENT FEES PAID TO TNTP IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.4 Subpoenas. If TNTP is requested by Client or required by subpoena or similar legal process to produce TNTP's materials or personnel with respect to an engagement for Client, provided that TNTP is not a party to the proceeding, Client will reimburse TNTP for its professional time and reasonable out-of-pocket expenses, including the reasonable fees and out-of-pocket expenses of TNTP's outside counsel incurred in responding to such a request.

7.5 Insurance Coverage. TNTP will, at its sole expense, maintain comprehensive general liability insurance with policy limits of not less than \$1,000,000, and provide to the Client upon request a certificate of insurance evidencing such coverage.

Section 8. Intellectual Property Rights (IPR).

8.1 Ownership by TNTP.

- a. **TNTP IPR.** Client acknowledges and agrees that as between Client and TNTP, TNTP is and will remain the sole and exclusive worldwide owner of all TNTP IPR. For purposes of this Agreement, "TNTP IPR" means all patents, copyrights, trademarks, services marks, designs, logos, trade secrets, publicity, privacy or moral rights, and any other intellectual property or proprietary rights arising at any time under the applicable law of any jurisdiction anywhere in the world that subsists in, without limitation, the following: all technology, frameworks, processes, systems, methodologies, analytical tools, industry data and insights, layouts, TNTP Confidential Information (defined below), TNTP tools, TNTP's Video Library, Learning Portal, Insight, Academic Scorecard and online platforms that TNTP owns or to which TNTP has a license; and any improvements, derivatives or modifications to any of the foregoing, TNTP owns all TNTP IPR in existence prior to or developed independently of this Agreement.
- b. **Work Product.** Client acknowledges and agrees that all intellectual property rights in any work created, produced, or developed by TNTP, whether alone or jointly with others, in the course of providing the Services under this Agreement ("Work Product"), shall immediately upon creation or performance vest in and shall remain the sole and exclusive property of TNTP, and Client shall acquire no right, title or interest in and to the same, except for the limited license rights expressly granted under this Agreement.
- c. **Reservation of Rights.** Client agrees that no TNTP IPR or Work Product will be shared, licensed, or sold by Client to any other person or entity under any circumstances without the prior written consent of TNTP, except for the limited license rights expressly granted under this Agreement.

- d. **Third Party Materials.** As part of the Services: (i) TNTP may provide Client access to third party materials ("TNTP Third Party Materials") or (ii) Client may provide third party materials to TNTP to use in providing the Services ("Client Third Party Materials"). Client acknowledges that such access and/or use of TNTP Third Party Materials is at Client's sole risk. TNTP makes no representation or warranty or assumes any liability, with respect to any such **TNTP Third Party Materials**. TNTP does not endorse or approve any TNTP Third Party Materials. If Client provides any Client Third Party Materials to TNTP, Client represents and warrants that Client has obtained all rights necessary for TNTP to use the Client Third Party Materials to deliver the Services pursuant to this Agreement.

8.2 License to Work Product. Subject to Client's payment in full to TNTP for the Services, TNTP grants Client the following limited, revocable, non-commercial, non-exclusive, non-transferable, non-sublicensable license, to use the Work Product provided as part of the Scope of Services and any TNTP IPR that is necessarily included in Work Product, solely for Client's own internal business operations, trainings, and analysis in connection with the Scope of Services. Client agrees not to disclose the Work Product or any TNTP IPR included therein to any third party except as otherwise permitted under this Agreement.

8.3 Trademarks. Client acknowledges that TNTP owns the TNTP name, flame logo, and the tagline Reimagine Teaching (collectively the "**Marks**"). TNTP grants Client a limited, non-exclusive, non-transferable, revocable license to use the Marks, without the right to grant sublicenses, for the specific purpose of the marketing and promotion for these specific Services, if applicable, and in accordance with Schedule A. Any use of the Marks beyond the scope permitted in this Agreement shall be (a) subject to the prior written approval by TNTP, (b) consistent with the terms of this Agreement, and (c) used for the sole purpose of the Project, TNTP's Services and work with Client. The Marks may not be altered or modified in any way unless approved in writing by TNTP. Client will immediately cease using the Marks upon the earlier of TNTP's request, the termination of this Agreement, or the completion of the Services. Client shall not attempt to register the Marks and will cooperate with TNTP protecting and defending them.

Section 9. Promotional Materials and Publicity.

Subject to the terms of this Agreement, Client and TNTP agree that either party may use descriptions of the Services performed by TNTP in promotional materials, including bid applications and client lists, and that TNTP may explicitly identify Client as a client of TNTP.

Section 10. Data.

10.1 Use of Data. If required by the Scope of Services, Client agrees to provide to TNTP, at no cost to TNTP, and within thirty (30) days of TNTP's written request, all requested student data ("**Student Data**"), teacher and staff related data ("**Staff Data**"), and demographic and school/district information ("**School Data**"). Student Data, Staff Data, and School Data is collectively referred to herein as "**Data**". The Client's failure to provide TNTP with Data, or access to collect the Data, may cause a material delay in the delivery of Services for which TNTP will not be held responsible.

The parties agree that Data may be shared between the parties and may only be used by the parties for the purposes identified in this Agreement, including Schedule A, and in a manner consistent with the terms outlined in this Agreement. The parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of personally identifiable information (including transmission of data), to the extent applicable.

For the purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, 34 CFR Part 99, a "school official" is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to CFR §99.33(a) governing the use and re-disclosure of personally identifiable information from student records. Client recognizes and agrees that for purposes of FERPA, Client will designate TNTP to act in a "school official" role for the purposes outlined in the Scope of Services. Pursuant to this Agreement, TNTP is considered a school official with a legitimate educational interest, providing services that would

otherwise be performed by Client, and under the control and direction of Client with respect to the education records. TNTP shall not disclose any information that would be considered "Personally Identifiable Information" (as such term is defined in FERPA) unless either the disclosure would be permissible under 34 C.F.R. § 99.31 or TNTP has obtained appropriate written consent to the disclosure.

Notwithstanding the above, Client shall not provide or make available to TNTP any student's Personally Identifiable Information from education records (for purposes of FERPA) unless: (i) Client has obtained, with respect to each student's Personally Identifiable Information provided to TNTP, appropriate written consent to disclose such Personally Identifiable Information to TNTP, and authorization for TNTP to use such Personally Identifiable Information in connection with performing the Services, and (ii) Client has provided written notice to TNTP identifying particular Student Data as Personally Identifiable Information.

All Personally Identifiable Information will be destroyed within sixty (60) days of the termination of this Agreement. In furtherance of the Services, TNTP may use video, sound, or other recordings ("**Recordings**") of any of TNTP's Services in its sole discretion and for its legitimate business purposes in perpetuity so long as the recording is made pursuant to all applicable laws relating to confidentiality and protected information.

Separate from the parties' obligations with respect to Student Data, Client agrees not to send TNTP any data that can identify an individual ("Personal Data") unless the parties otherwise mutually agree that it is a requirement in order to effectuate the provision of TNTP's Services under this Agreement. In such circumstances, the parties shall comply with the obligations imposed by applicable data privacy legislation and this Agreement. In providing TNTP with Personal Data, Client will be acting as the data controller and will confirm that Client has complied with applicable law and obtained all necessary consents for lawful processing, including in connection with any transfer of Client's Personal Data.

Client agrees to secure any consents from teachers, staff, students, families, or parents/guardians that are required by all applicable laws, including but not limited to FERPA, for TNTP's use of the Data, Recordings, or TNTP's use of student work samples in rendering TNTP's Services, and ensure that such consents allow TNTP to rely on such consent when acting as an agent of the Client.

10.2 Ownership by the Client. As between Client and TNTP, and except as otherwise provided in this Agreement, Client owns all Data. Client agrees that TNTP, subject to applicable law, may use Data to perform its obligations hereunder.

10.3 License to TNTP. Client grants TNTP a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of Data in de-identified and/or aggregated form. The Client agrees that TNTP may use any de-identified Data and metrics regarding the Client's business that are provided to TNTP by the Client, or which are otherwise collected by TNTP during the course of providing the Services. TNTP may identify the Client as the source from which the Data originated if it complies with the other terms in this Agreement. Client agrees that TNTP may use de-identified and/or aggregated Data for its business purposes, including, without limitation, for purposes of publication, research, evaluation, and presentation by TNTP.

10.4 Client Partners. If necessary to support TNTP's Services, Client grants TNTP permission to share the de-identified Data with third party researchers, evaluators, partners, and funders.

Section 11. Confidentiality.

Each party agrees that it shall neither disclose any confidential information of the other party to third parties nor use any confidential information of the other party in any manner other than as contemplated by the Agreement. "**Confidential Information**" is any information marked confidential by a party or information that by its nature or the context of its disclosure ought to be treated as confidential information (including without limitation the terms of Agreement). The following types of information, however marked or designated, are not Confidential Information: (a) information that is, or becomes, lawfully and publicly available without a breach of this Section; (b) information that was lawfully known to the

recipient of the information without an obligation to keep it confidential; (c) information that is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or (d) information that is independently developed. The parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents, or representatives ("**Representatives**") who need to know in order to further the purpose of the services addressed in this Agreement and as required by applicable law. The parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services.

Section 12. Miscellaneous.

- a. The Services are limited to those specifically described in the Agreement and Scope of Services and do not under any circumstances constitute accounting, audit, or tax related assistance or advice, investment advice, legal advice, or services (including as to the manner, if any, in which Client may lawfully implement any advice provided by TNTP), expert witness services.
- b. If in any event any provision of this Agreement is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of the Agreement.
- c. Neither the Client nor TNTP may assign their rights under this Agreement without the prior written consent of the other.
- d. TNTP will not be liable to the Client or to any third party, nor be deemed to have breached this Agreement, for any failure or delay in performing any of its obligations under this Agreement when such failure or delay is caused by or results from an event beyond TNTP's reasonable control, including without limitation (1) acts of God, (2) natural disasters, (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (4) governmental orders or restrictions, (5) international, national or regional emergency, (6) flood, fire, or explosion, (7) strikes, labor shortages, stoppages or slowdowns, (8) epidemics, pandemics, diseases, quarantines, or other extraordinary events which is determined to constitute a public health risk ("**Force Majeure Event**"). TNTP will use commercially reasonable efforts to give notice of the Force Majeure Event to the Client stating the period of time the occurrence is expected to continue, provided that (a) TNTP is able, given the nature and scope of the Force Majeure Event, to reasonably state such time period, and (b) any delay by TNTP to provide such notice or to state the time period when performance will be resumed will not negate the enforceability of this Section. Upon cessation of such Force Majeure Event, as reasonably determined by TNTP, TNTP will thereupon use commercially reasonable efforts to resume efforts to promptly perform or complete the performance of TNTP's Services hereunder as soon as reasonably practicable after the cessation or resolution of the Force Majeure Event. If TNTP's failure or delay to resume efforts to promptly perform or complete the performance remains uncured for a period of 60 days following notice given by it to Client under this Section, either party may thereafter suspend or terminate its performance under the applicable Scope of Work upon thirty (30) days' written notice.
- e. All notices required by this Agreement will be in writing and either personally delivered or mailed to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. All notices will be deemed given when delivered. If to TNTP, the notice will be to George Battle, General Counsel.
- f. This Agreement will be governed by New York law without reference to conflicts of laws principles. The parties agree and consent to the exclusive jurisdiction of and venue in the state or federal courts in the city of Manhattan and the state of New York in all disputes arising out of or relating to this Agreement.
- g. Neither party has entered into this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.

h. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations, and agreements, if any, with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right, or remedy.

i. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may also be executed by email, or other electronic means, and so executed shall have the full force and legal effect of an original.

[Signature Page to Follow]

Signatures.

The parties, by signing below, by their duly authorized representatives confirm their acceptance of the terms and agree to execute this Agreement, which shall be effective on the Effective Date.

Client

By: **DRAFT DO NOT SIGN** _____

Date: _____

Name (print): _____

Title: _____

TNTP, Inc.

By: _____

Date: _____

Name (print): _____

Title: _____

Schedule A
Scope of Services

TNTP intends to provide services beginning February 13, 2026, for a term ending June 30, 2030, with the final twelve months of this term contingent upon continued availability of State funding or the Parties identifying an alternative funding source. In the event that neither State funding, nor alternative funding is available for service delivery in the final twelve-month period of the term, both Parties will be released from further obligations under this Agreement.

TNTP will provide the following services to the Client to support HQIM implementation during the 2025-2026, 2026-2027, 2027-2028, 2028-2029, and 2029-2030 school years (5 school years total).¹

- a. Provide the equivalent of twenty (20) in-person, direct support days to each LEA/Public Charter/SSS annually for five (5) years focused on the priorities identified in the Literacy Materials Implementation Support Grant and in a manner to be agreed upon between each LEA/Public Charter/SSS and the Contractor.
- b. Facilitate and analyze IPG and HQIM Implementation Framework data collection three (3) times each year during the CLSD Grant term and share the collected data with the State in a method to be determined by the LEA/Public Charter/SSS.
- c. Create three (3) Asynchronous online learning modules each year of the CLSD Grant term focused on the priorities identified in the Literacy Materials Implementation Support Grant with topics selected by the State.
- d. Maintain and report LEA/Public Charter/SSS teacher, employee, and/or representative engagement and LEA/Public Charter/SSS teacher, employee, and/or representative attendance records to the State on in-person, direct support days and statewide engagement during the CLSD Grant term.
- e. Attend contractor meetings every other week with State staff to ensure alignment with statewide support and priorities identified in the Literacy Materials Implementation Support Grant.

¹ Year 5 is contingent upon continued availability of State funding or the Parties identifying an alternative funding source.

**CAMPBELL COUNTY BOARD OF EDUCATION
BUS DRIVER CONTRACT ADD/CHANGE NOTICE
FISCAL YEAR 2025-2026**

Notification Date February 19, 2026 Effective Date February 6, 2026
 Bus Owner/Business Name SM Bus Line, LLC
 Social Security #/EIN # _____ Department Transportation
 Mailing Address _____
 Bus/Route Number 47 Phone # _____

CALCULATION COMPONENTS		Annualized Original Contract	YTD Closeout Calculations	Annualized Revised Contract	Remaining Contract Calculations
MILAGE		76	76	76	76
MILAGE RATE		\$1.88	\$1.88	\$1.88	\$1.88
180 Contract Period Days	Total	\$25,718.40	110 days (Cont. Period) \$15,716.80	\$25,718.40	70 days (Cont. Period) \$10,001.60
SEAT CAPACITY		66	66	78	78
SEAT RATE		\$23.50	\$23.50	\$23.50	\$23.50
9 months	Total	\$13,959.00	\$8,530.50	\$16,497.00	\$6,415.50
SUPPLEMENT AMOUNT		\$14,500.00	\$8,861.11	\$14,500.00	\$5,638.89
Other			\$0.00		\$0.00
Missed Days Adjustment			0 days \$0.00		
	Total	\$54,177.40	Earned \$33,108.41	\$56,715.40	Remain Earned \$33,108.41
	Daily Rate	\$300.99		\$315.09	
			<u>Paid to Date</u> \$32,977.56	Adjusted Contract Amount	\$55,164.40
			<u>Pays to Date</u> 14	Amount Paid to Date	\$32,977.56
Original Contract Amount		\$54,177.40		Remaining Amount	\$22,186.84
Number of Original Pays		23		Number of Remaining Pays	9
Average Pay Period Amount		\$2,355.54		Average Pay Period Amount	\$2,465.20

Changes/Remarks SM Bus Line, LLC Bus 47 had a change in seat capacity. Capacity went from 66 to 78.

**** I hereby certify and agree to the changes noted above as an addendum to my current 2025-2026 bus contract with the Board of Education to provide Student Bus Transportation.**

Bus Owner _____ Date _____

Director of Schools _____ Date _____

Board Chairman _____ Date _____

Finance Director _____ Date _____