



KIDS READ NOW - TERMS & CONDITIONS

The agreement (“Agreement”) between KIDS READ NOW, INC. and Customer is governed by the following terms and conditions:

1. ENGAGEMENT. Customer hereby engages KRN to provide KRN’s summer reading program as set forth herein.

1A. KRN’s RESPONSIBILITIES:

Staff Kick-Off

- KRN will provide online training with Customer for Principals and Building Coordinators.
- KRN will provide all necessary educational and training materials, including informational handouts for teachers and other school staff not attending training.
- KRN will instruct the district data manager or other relevant personnel on how to auto-enroll eligible K-3 students by importing student data directly from Customer’s student information system.

Book Wish List & Enrollment Form

- KRN will provide Wish Lists for students to select nine preferred books to receive throughout the summer program.
- If the student does not choose nine books from the Wish List by the designated enrollment deadline, KRN will choose nine grade-appropriate books on the student’s behalf.
- The Wish List contains an enrollment form to collect updated contact information, specify preferred communication channels, and authorize a release of spring/fall reading scores and demographic data to evaluate program effectiveness.

Up to Nine Books Per Student

- In the spring, KRN will ship three books per student to each school to be distributed at a Family Reading Night and KRN will mail one additional book to each student’s home in the middle of the summer.
- KRN will mail the remaining five books that each student chose from the Wish List to the student’s home throughout the summer, contingent upon timely book-reporting.

Sample Books for Each School

- Each participating school will receive one copy of each book on the Wish List to generate excitement and program awareness and to help teachers assist students with book selection.
- These books are to be used at the discretion of the Customer.

Sign-Up and Completion Prizes

- In the spring, KRN will ship enrollment prizes to each school for each student who returns a completed Wish List.
- In the fall, KRN will ship prizes and certificates to schools for each student who reported reading nine books over the summer.

Family Reading Night Materials

- KRN will package each student’s first three books and pre-sort them alphabetically by teacher to be distributed at Family Reading Night.
- KRN will provide each family with a magnet calendar listing important summer dates, and a Parent Guide to teach parents reading assistance strategies and explain how to report books.
- KRN will provide video and presentation material.

Discovery Sheets

- KRN will produce a Discovery Sheet sticker with four literacy/comprehension questions specific to each title.
- KRN will apply the Discovery Sheet sticker to the inside cover of each book.

Logistics

- KRN will deliver all training, enrollment, and Family Reading Night supplies to schools in a timely manner.
- KRN will work with Building Coordinators to ensure all enrollment records are accurate and up to date.
- KRN will manage book and prize inventory, including delivery of prizes and certificates when the program ends.
- KRN will handle all logistics to mail books to students’ homes throughout the summer.

Summer Outreach

- KRN will contact enrolled students once a week using their preferred method of contact, with an automated phone call, text message, or email message asking if the participating student read a book that week. Students are asked to reply with their book code or choose their completed book from a list.
- KRN will also send one weekly call, text, or email with educational information including reading activities, helpful tips for kids, and/or strategies for parents to help their children learn to read.
- In total, KRN will send two weekly communications to participating families over the typical twelve-week summer break.
- KRN will send special messages and/or mail a postcard to homes that have not reported reading any books for three weeks.
- KRN will post timely program updates and tips via social media.

Customer Service and Support

- KRN will handle all customer service for participating students and families throughout the duration of the program.
- KRN will respond to all inquiries from participating students, families, district and school staff within two business days of the initial contact.

Data-Driven Reporting

- KRN will provide stakeholders with credentials to access our online parent and educator portals, which display student information, student progress reports, and program data by district, school, grade, teacher, and student.
- KRN will provide program enrollment, participation, and parent satisfaction summaries to district and school administrators each fall.
- KRN will provide Customer with a spring-to-fall reading score analysis completed by the University of Dayton Business Research Group (UDBRG) to measure the effects of the program, if requested data is received from Customer according to KRN timeline (Appendix).
- If school provides updated class lists to KRN for students returning to school in the fall, KRN will provide fall teachers with access to the educator portal to help them assess their students’ reading preferences and abilities.

Reading Score Guarantee

- If the spring-to-fall reading score analysis conducted by the University of Dayton Business Research Group concludes that no cohort of KRN participants within the district saw statistically significant, positive reading score effects versus students who did not participate, then KRN will refund 50% of the price paid by the Customer in accordance with the following definitions and expectations:
 - “KRN participants” are defined as students who reported reading at least one book over the course of the summer.
 - A “cohort of KRN participants” is defined as a group of KRN participants who share a defining characteristic, including but not limited to grade, gender, ethnicity, free/reduced lunch eligibility, enrollment status, number of books read, or reading assessment score.
 - Results are considered statistically significant at an 80% confidence level or above (or a Sig.-value of .2 or lower.)

- Reading score effects are considered positive when the reading score correlate (or B-coefficient) is above .0.
- Customer will submit to KRN an intent to invoke the Reading Score Guarantee within 30 days upon receipt of the spring-to-fall reading score analysis.
- Customer is only eligible for the Reading Score Guarantee if they comply with all terms listed herein. Any deviation from the terms listed here will result in the Customer's disqualification from the Reading Score Guarantee.

Confidentiality

- KRN will keep all student data secure, confidential, and compliant with Family Educational Rights and Privileges Act ("FERPA") standards, by:
 - Requiring a parent/guardian signature upon enrollment in KRN giving consent to collect identifiable student data for program evaluation purposes; provided that Customer may waive this consent requirement by approving a general MOU that sets data-sharing expectations for Customer and third parties.
 - Collecting de-identified data for students who did not return a parent/guardian signature upon enrollment in KRN in accordance with FERPA standards.
 - Maintaining all electronic student data in an encrypted KRN database, accessible only to relevant KRN personnel, relevant stakeholders, and UDBRG.
 - Maintaining all physical copies of enrollment forms containing student data in secure filing cabinets in the KRN office, only to be accessed by authorized KRN employees.

Funding Assistance

- KRN will assist Customer in securing Title I funding to help offset costs, if necessary.
- KRN will provide a funding consultant to Customer to resolve budgetary problems or concerns, if necessary.

Publicity

- KRN will partner with Customer to publicize program and successes, including providing parent testimonials and social media feeds for Customer to use.

1B. CUSTOMER'S RESPONSIBILITIES:

Timely Completion of Program-Related Tasks

- Customer will adhere to the program timeline in the Appendix.

Staff Contacts

- Customer will provide a contact list of all relevant staff, principals, teachers and librarians instructing eligible students.
- Customer will appoint at least one Building Coordinator for each participating school to act as a liaison between the school and KRN, with a time commitment of 2-4 hours each week for 3-4 weeks in the spring.
- Building Coordinators will assure KRN timeline (See Appendix) is maintained by:
 - Participating in a training online training conducted by KRN staff members within the timeframe specified in the Appendix. Training shall not exceed two hours.
 - Introducing the program to all teachers whose students are eligible for enrollment in the program.
 - Working in conjunction with other school staff and administrators to encourage enrollment and continued participation in the program.
 - Collecting enrollment forms from teachers.
 - Confirming student data in the online educator portal and entering each student's book selection.
 - Ensuring enrollment forms and corresponding data entry are accurate and complete.
 - Making copies of all enrollment forms for school records. Original copies of paper enrollment forms must be received by KRN via US Mail or hand delivery.
 - Arranging for receipt of materials from KRN for enrollment and a Family Reading Night event.
 - Scheduling and hosting the Family Reading Night event within the assigned building.
 - Submitting to KRN a list of all Family Reading Night event attendees and arrange to return all unused materials.
 - Encouraging teachers and parents to monitor the educator / parent portal over the summer to view their students' progress, join the KRN e-newsletter mailing list, and/or follow KRN via social media for timely updates and tips.
 - Arranging delivery of completion prizes and certificates to all students who read at least nine books over the summer, preferably during an assembly or awards ceremony.
 - If teachers instructing returning participants in the fall wish to know the books that their students ordered and read in the summer, Building Coordinators should provide updated class lists to KRN within the first two weeks of school.

Publicity

- Customer will take appropriate steps to inform and excite teachers, parents, and students about the program with newsletters, automated phone calls to eligible families, social media posts, reminders on the Customer website, or other appropriate means.
- Customer will partner with KRN to publicize program successes.

Data for Reading Score Analysis

- Customer will furnish relevant student data for the end-of-program reading score analysis conducted by UDBRG.
- For students in grades 1-4 (those who enrolled in the program upon exiting K-3) who returned a parent/guardian signature authorizing a release of student data:
 - Data Manager or other designated personnel will submit a file containing the following data for each enrolled student to KRN or directly to UDBRG: Student ID numbers, first and last names, grade, gender, ethnic identifier, free/reduced lunch eligibility or comparable economic disadvantage indicator, and reading assessment (NWEA, DIBELS, OAA, STAR, iREAD, AIMSweb, or other assessment to be agreed upon) percentile ranks in Spring and Fall; to provide longitudinal outcome reports, KRN would prefer to also receive reading assessment percentile ranks for Winter and previous Fall.
- For students in grades 1-4 (those who enrolled in the program upon exiting K-3) who DID NOT return a parent/guardian signature authorizing a release of student data:
 - Data Manager or other designated personnel will submit a file containing the following data for each student to KRN or directly to UDBRG: De-identified student ID numbers, gender, ethnic identifier, free-reduced lunch eligibility or comparable economic disadvantage indicator, and reading assessment (NWEA, DIBELS, OAA, STAR, iREAD, AIMSweb, or other assessment to be agreed upon) percentile ranks in Spring and Fall; to provide longitudinal outcome reports, KRN would prefer to also receive reading assessment percentile ranks for Winter and previous Fall.

Reading Score Guarantee

- Customer agrees to the terms and conditions of the Reading Score Guarantee specified in §1A, above.
- Customer shall notify KRN no later than 30 days after receiving the results of the spring-to-fall reading score analysis if it wishes to invoke the Reading Score Guarantee.

Payment and Funding

- Customer will pay KRN per the payment terms specified in the Purchase Order between Customer and KRN.
 - If desired, Customer will request a funding consultant from KRN no later than 90 days before payment due date.
 - If Customer will use Greater Horizons Foundation grant monies to fund any portion of the program:
 - Customer agrees to complete the Greater Horizons Foundation grant application no later than 90 days before payment due date.
 - Customer will abide by the terms and conditions associated with the Greater Horizons Foundation grant.
2. **TERM.** The term of our agreement shall commence upon both parties signing the Purchase Order and continue for the duration listed on the Purchase Order. Notwithstanding the foregoing, Customer may terminate this agreement with respect to future years if (a) the Customer is unable to budget for a summer reading program or (b) the Customer invokes the Reading Score Guarantee no later than 30 days after receiving the results of the spring-to-fall reading score analysis.
 3. **LIMITATION OF LIABILITY. IN NO EVENT SHALL KRN BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY KRN, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL KRN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO KRN FOR THE ONE YEAR PERIOD PRECEDING THE DATE UPON WHICH THE DISPUTE AROSE.**
 4. **FORCE MAJEURE.** KRN shall not be responsible or liable for any delays or failures hereunder due to any cause or condition beyond the control of KRN, including without limitation, acts of God or nature, government intervention, power failure, communications failure, unauthorized access or theft, strikes or other labor difficulties, fire, floods, inability to secure transportation facilities, actions of the elements, shortage of goods, riots or other civil commotion, war, and acts of terror.
 5. **SEVERABILITY.** In the event that any provision of this Agreement is held invalid, then the remaining provisions of this Agreement shall not be affected thereby.
 6. **GOVERNING LAW.** The rights and obligations of the parties under this Agreement shall be governed by laws of the Customer's State without regard to conflicts of laws principles.
 7. **COMPLETE AGREEMENT.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter contemplated hereby and supersedes all previous and all contemporaneous negotiations, commitments, writings, and understandings except as expressly provided herein. This Agreement may be modified, changed or added to only by an agreement in writing executed by both parties. Any additional or inconsistent terms, understandings, and conditions contained in any written document (including without limitation Customer's order forms or purchase acknowledgment) supplied by Customer are objected to by KRN and will not be effective or binding as to KRN.

APPENDIX

2017 PROGRAM TIMELINE

| MONTH | ACCOUNTABLE PARTY | ACTION ITEM | DATE |
|--------------|---|--|---|
| FEB | Customer | Deadline for signed Purchase Order | Tues. 2/28 |
| MAR | Customer | Deadline for completing onboarding documents | Fri. 3/10 |
| | Building Coordinator: schedules training KRN: administers training | Time frame for online District & Building Coordinator training sessions | Wed. 3/1 – Wed. 3/15 |
| | KRN | Deadline for delivering enrollment materials | Wed. 3/15 |
| | Building Coordinators: Encourage enrollment Teachers: Distribute & collect enrollment forms, help students pick books | Enrollment period: Wish Lists & enrollment forms distributed to students and collected by teachers | Wed. 3/15 – Fri. 3/31 |
| APR | Building Coordinator | Deadline for verifying student enrollment information in KRN educator portal | Fri. 4/15 |
| MAY | KRN | Deadline for providing materials to schools for Family Reading Night | Fri. 5/5 |
| | Building Coordinator & School Staff | Time frame for Family Reading Night kick-off event | Mon. 5/15 – end of school year |
| | KRN | First weekly check-in sent via voice, text, or email | First Tues. following Family Reading Night |
| JUNE | KRN | First weekly call, text, or email to report book codes | Tues. 6/6 |
| AUG | KRN | Last weekly call, text, or email to report book codes | Tues. 8/15 |
| SEPT | KRN KRN KRN | Deadline for delivering student prizes and certificates to schools Student-, school-, and district-specific enrollment, participation, and satisfaction summaries provided to school and district officials Data request submitted to District Data Manager or other assigned administrator to complete UDBRG reading score analysis | Fri. 9/15 |
| | Building Coordinators & School Staff | Timeframe for prizes and certificates to be distributed to eligible students | Mon. 9/18 – Fri. 10/6 |
| OCT | District Data Manager | Deadline for furnishing requested data for UDBRG reading score analysis | Fri. 10/27 |
| DEC | KRN | UDBRG reading score analysis complete; results distributed to schools and districts | Fri. 12/29 |
| JAN | Customer | Deadline for verbal district commitment to continue KRN summer reading program | Mon. 1/15 |