



## KIDS READ NOW - TERMS & CONDITIONS

The Service Agreement (“Service Agreement”) between KIDS READ NOW, INC. and Client incorporates the following terms and conditions:

1. **ENGAGEMENT.** Client engages KRN to provide their summer reading program for the duration listed in Service Agreement and as set forth below.

**1.1. TABLE OF PROGRAM FEATURES.** This table denotes specific features that are included or omitted in each program model, in the per-student cost of the program, governed by the conditions listed in that feature’s description. The features listed in the “Ongoing” program stage are features that are offered at each stage of the program. Features and elements are subject to revision annually as KRN strives to enhance its services and effectiveness.

Program Stage	Program Feature	Basic Program	Standard Program	Comprehensive Program
Ongoing	Real-time data portal	X	X	X
Ongoing	Unlimited educator and parent support	X	X	X
Ongoing	Access to educator resources	X	X	X
Ongoing	Bilingual support (English & Spanish) & program materials	X	X	X
Onboarding/Training	Online training videos	X	X	X
Onboarding/Training	Web-based Professional Development opportunities		X	X
Onboarding/Training	Program enhancement stipend			X
Enrollment	Auto-enrollment with CSV upload	X	X	X
Enrollment	KRN teacher handouts	X	X	X
Enrollment	Wish Lists	X	X	X
Enrollment	KRN enters student-selected book choices	X	X	X
Enrollment	Book set		X	X
Enrollment	KRN posters		X	X
Family Reading Event	First three books	X	X	X
Family Reading Event	Bilingual Parent Guides	X	X	X
Family Reading Event	KRN phone wallets		X	X
Family Reading Event	KRN calendar magnets			X
Family Reading Event	Post-Event Postcards			X
Summer Program	Mid-summer check-in: Fourth book to inactive students	X	X	X
Summer Program	Up to six more books mailed to students’ homes	X	X	X
Summer Program	Weekly reminder call/text/email	X	X	X
Summer Program	Bi-weekly call/text/email with “parent tips”		X	X
Summer Program	Mid-summer check-in: Postcard to inactive students		X	X
Summer Program	Mid-summer check-in: Progress report			X
Fall Rewards & Reports	Full-color completion certificate	Generic	Customized	Customized
Fall Rewards & Reports	Final prize		9+ books read	5+ books read
Fall Rewards & Reports	Program summary		Generic	Customized
Fall Rewards & Reports	Reading score data analysis		X	X

### **1.2. ONGOING FEATURES.**

- a.) **Real-time data portal.** The real-time data portal is included in the per-student cost with the basic, standard, and comprehensive program models.
  - i. **KRN responsibilities:**
    - KRN will provide access to an online data portal that allows educators and parents to view student enrollment information and participation statistics.
    - KRN will provide access to the online data portal for every District Coordinator, Building Coordinator, and educators who are listed in KRN’s onboarding document, and parents who provided an email address on their enrollment form.
- b.) **Unlimited educator and parent support:** Unlimited educator and parent support is included in the per-student cost with the basic, standard, and comprehensive program models.
  - i. **KRN responsibilities:**
    - KRN will respond to all calls, chats, emails, comments and inquiries from educators and parents in a timely manner.
    - KRN will assign a dedicated Client Success Specialist to Client to address comments or inquiries.
- c.) **Access to educator resources.** Access to educator resources is included in the per-student cost with the basic, standard, and comprehensive program models.
  - i. **KRN responsibilities:**
    - KRN will provide access to an online repository of educator resources to all District Coordinators, Building Coordinators, and educators who are listed in KRN’s onboarding document.
  - ii. **Client’s responsibilities:**
    - Client will ensure that District Coordinators and Building Coordinators complete the required KRN training before the enrollment period begins.
- d.) **Bilingual support & program materials.** Bilingual (English and Spanish) support & program materials are included in the per-student cost with the basic, standard, and comprehensive program models.
  - i. **KRN responsibilities:**

- KRN will print relevant program materials in Spanish and distribute them to Client based on the percentage of Spanish-speakers listed on the Client's onboarding documents.
- KRN will ensure that Spanish speakers are available to assist with summer support for Spanish-speaking parents.
- ii. Client responsibilities:
  - Client will inform KRN at least two weeks before the designated enrollment period if they require Spanish program materials to be delivered to their schools.

### 1.3. ONBOARDING AND TRAINING FEATURES.

- a.) Online Training Videos. The online training videos explain to District and Building Coordinators how to implement the KRN program. The online training videos are included in the per-student cost with the basic, standard, and comprehensive program models.
  - i. KRN responsibilities:
    - KRN will post the online training videos before the enrollment period begins.
  - ii. Client responsibilities:
    - Client will ensure that District and Building Coordinators watch the online training videos before the enrollment period begins.
- b.) Web-based PD. The web-based professional development sessions develop knowledge and skills surrounding summer reading and are primarily geared toward educators in Client's district. The web-based PD sessions are included in the per-student cost with the standard and comprehensive program models.
  - i. KRN responsibilities:
    - KRN will inform relevant personnel in Client's district when the PD sessions are available.
- c.) Program Enhancement Stipend. The program enhancement stipend is an additional financial sum paid to each participating school within the Client's district and may be used in whatever way the Client sees fit. The program enhancement stipend is included in the per-student cost with the comprehensive program model.
  - i. KRN responsibilities:
    - KRN will deliver a physical or electronic check to each participating school with at least 150 students in Client's district before the enrollment period begins.
    - KRN will deliver a program enhancement stipend to school buildings with fewer than 150 students at a per-building fee of \$300, at the request of the Client.
  - ii. Client's responsibilities:
    - Client must use the program enhancement stipend to pay for goods or services related to the KRN program, and will document the activities performed for the stipend.

### 1.4. ENROLLMENT FEATURES.

- a.) Auto-enrollment with CSV upload. Each district will have the opportunity to automatically enroll eligible students by providing KRN with a spreadsheet of student information to be uploaded to the secure and confidential KRN portal. Auto-enrollment with the CSV upload is included in the per-student cost with the basic, standard, and comprehensive program models.
  - i. KRN responsibilities:
    - KRN will provide Client with a student data CSV template when the agreed-upon enrollment period begins.
    - KRN will provide assistance to the Client as needed.
  - ii. Client responsibilities:
    - Client will follow KRN instructions to prepare a CSV containing relevant student information.
    - Client will provide the student information CSV to KRN before the agreed-upon enrollment period ends, resorting to manual enrollment only if they encounter irremediable difficulties during the CSV preparation process.
- b.) KRN Teacher Handouts. These handouts explain the program to Client's teachers and district/school administrators. It introduces relevant staff members to Kids Read Now, explains how the program works, and explains what teachers must do to make the program successful. The KRN teacher handouts are included in the per-student cost with the basic, standard, and comprehensive program models.
  - i. KRN responsibilities:
    - KRN will send a set of physical handouts with the Client's enrollment kit.
    - KRN will make all educator materials available on Classroom Resources web page that Client may forward to relevant staff.
  - ii. Client responsibilities:
    - Client will distribute the Classroom Resources web page & KRN teacher handouts to all teachers with students who are participating in the KRN program before the enrollment period begins.
- c.) Wish Lists. The bilingual (English and Spanish) Wish Lists contain information about KRN, our book catalog, and book selection form. The Wish Lists are included in the per-student cost with the basic, standard, and comprehensive program models. A PDF will also be available for clients that need to or wish to collect hand-written parent contact information and signatures.
  - i. KRN responsibilities:
    - KRN will deliver Wish Lists to each participating school before the agreed-upon enrollment period begins.
    - KRN will ensure that it provides enough Wish Lists for every eligible student, based on the student count that Client provided during the Onboarding and Training stage.
  - ii. Client responsibilities:
    - Client will inform KRN in a timely manner if it wishes to enroll students outside the default enrollment period, as defined through correspondence between KRN and Client representatives.
    - Client will distribute Wish Lists to students during the agreed-upon enrollment period and will conclude enrollment by the agreed-upon enrollment deadline.
- d.) KRN enters student-selected book choices: KRN staff will enter the book selections for all students. KRN will also enter student contact information into the KRN portal for all students if a student data CSV file is unavailable, according to the terms in section 1.4.a.ii. This feature is available to Customers who have chosen the basic, standard, or comprehensive program models.
  - i. KRN responsibilities:
    - KRN will deliver a postage-paid envelope(s) to Client before the agreed-upon enrollment deadline.
    - KRN will enter the book selections and update student contact information in the KRN portal for all students whose Wish Lists KRN receives on or before seven business days after the agreed-upon enrollment deadline.
    - If Client does not postmark the Wish Lists by the agreed-upon enrollment deadline, then KRN reserves the

right to delay entering book selections and updating contact information until it is convenient for KRN staff.

ii. Client responsibilities:

- Client will postmark the Wish Lists by the agreed-upon enrollment deadline.
- If Client cannot postmark the Wish Lists by the agreed-upon enrollment deadline, then Client will inform KRN that their Wish Lists will be delayed.

e.) Book sets. The book set contains one copy of each title that is included in the program year's Wish List and is delivered to each eligible school building that is participating in the KRN program in the current year. The book set is included in the per-student cost with the standard and comprehensive program models.

i. KRN responsibilities:

- KRN will deliver one copy of each title included in the current year's Wish List to each participating school building with at least 150 participating students when the Wish Lists are delivered.
- If a school building has fewer than 150 participating students and Client requests book sets for that school, KRN will provide book sets at a cost of \$300 per school building.

ii. Client responsibilities:

- If there are fewer than 150 participating students in a school, then Client must pay \$300 per book set before KRN delivers the book sets.

f.) KRN Posters. The KRN posters remind and excite students, parents, and educators about the KRN program. The KRN posters are included in the per-student cost with the standard and comprehensive program models.

i. KRN responsibilities:

- KRN will deliver KRN posters to each participating school in Client's district when the Wish Lists are delivered.

#### 1.5. FAMILY READING EVENT FEATURES.

a.) First three books. At the Family Reading Event kickoff event, every student will receive at least three books. The first three books are included in the per-student cost with the basic, standard, and comprehensive program models.

i. KRN responsibilities:

- KRN will deliver three books per student who enrolled in the KRN summer program in Client's district.
- KRN will deliver each enrolled student's first three books to the student's school in Client's district.
- KRN reserves the right to determine which three books it delivers per student.

ii. Client responsibilities:

- Client will ensure that students whose families did not attend Family Reading Event will receive their first three books before the end of the school year.

b.) Bilingual Parent Guides. KRN gives each participating family a bilingual Parent Guide (English and Spanish) that explains how KRN works, how to report books, and how to keep kids reading over the summer. The Parent Guides are included in the per-student cost with the basic, standard, and comprehensive program models.

i. KRN responsibilities:

- KRN will send one Parent Guide per student to the school along with each student's first three books.

c.) Phone wallets. KRN provides a phone wallet that attaches to cell phones and includes KRN contact information and instructions for how families can report their books. The phone wallets are included in the per-student cost with the standard and comprehensive program models.

i. KRN responsibilities:

- KRN will include one phone wallet per student in the student's Family Reading Event package.

d.) KRN calendar magnets. KRN provides a magnet that includes a summer schedule, slots to write the student's book codes, and KRN contact information. The calendar magnets are included in the per-student cost with the comprehensive program model.

i. KRN responsibilities:

- KRN will include one calendar magnet per student in the student's Family Reading Event package.

e.) Post-Event Postcards. KRN will deliver a customized postcard to students' homes near the end of the school year that includes a reminder that the summer program will begin soon, the family's contact information, and KRN contact information in case the family contact information is incorrect. The post-event postcards are included in the per-student cost with the comprehensive program model.

i. KRN responsibilities:

- KRN will deliver one postcard per student to the student's home address, as recorded on their enrollment form, before the summer program begins.

#### 1.6. SUMMER PROGRAM FEATURES.

a.) Up to six more books mailed to students' homes. KRN will deliver up to six more books to students' homes throughout the summer. Up to six more books mailed to students' homes are included in the per-student cost with the basic, standard, and comprehensive program models.

i. KRN responsibilities:

- KRN will deliver up to one book per week to students' homes until the student has received a total of nine books, including the three books that the student received at Family Reading Event and a fourth book delivered in the middle of the summer.
- KRN will address each book to the student, with their name appearing as listed on the enrollment form.

b.) Weekly reminder call/text/email. KRN will deliver one communication to each participating family each week throughout the summer. The weekly reminder call/text/email is included in the per-student cost with the basic, standard, and comprehensive program models.

i. KRN responsibilities:

- KRN will deliver one communication (call, text, or email) to each participating family each week throughout the summer, using the preferred contact method listed on the enrollment form.

c.) Mid-summer check-in: Fourth book to inactive students. The fourth book to inactive students is included in the per-student cost with the basic, standard, and comprehensive program models.

i. KRN responsibilities:

- KRN will deliver a fourth book to each student who has not yet reported reading any books when KRN pulls the list of students who should receive a fourth book.
- KRN will ship the fourth books during the last half of the summer program.
- KRN will address the fourth books to the student, based on the name that appears on their enrollment form.

d.) Bi-weekly call/text/email with "parent tips." KRN will deliver one communication (call, text, or email) to each participating family every other week throughout the summer with a tip to help parents keep their kids motivated. The bi-weekly communication with "parent tips" is included in the per-student cost with the standard and comprehensive

program models.

i. KRN responsibilities:

- KRN will deliver one communication to each participating family in the standard and comprehensive program models every other week throughout the summer, using the preferred contact method listed on the enrollment form.

e.) Mid-summer check-in: Postcards to inactive students. Postcards to inactive students are included in the per-student cost with the standard and comprehensive program models.

i. KRN responsibilities:

- KRN will deliver one postcard to each student in the standard and comprehensive program models who have not yet reported reading any books when the postcards are designed.
- KRN will address the postcard directly to the student.

f.) Mid-summer check-in: Progress report. The mid-summer progress report is included in the per-student cost with the comprehensive program model.

i. KRN responsibilities:

- KRN will email a document containing relevant program statistics to all District and Building Coordinators in the comprehensive program model during the summer.

## 1.7. FALL REWARDS & REPORTS FEATURES.

a.) Full-color completion certificates. The completion certificates are included in the per-student cost with the basic, standard, and comprehensive program models.

i. KRN responsibilities:

- For students in the basic program who reported reading 9 or more books before the designated book-reporting deadline, KRN will deliver a generic certificate to their school to be distributed to the student by the Client.
- For students in the standard program who reported reading 9 or more books before the designated book-reporting deadline, KRN will deliver a personalized certificate to their school to be distributed to the student by the Client. The personalized certificate will include their name and school, as depicted on their enrollment form.
- For students in the comprehensive program who reported reading five or more books before the designated book-reporting deadline, KRN will deliver a personalized certificate to their school to be distributed to the student by the Client. The personalized certificate will include their name and school, as depicted on their enrollment form.
- KRN will deliver the certificates to each school within 30 days of their book-reporting deadline.
- KRN will sort the certificates by grade, then alphabetically by the students' last names.

ii. Client responsibilities:

- *Client will inform KRN at least two weeks in advance if they have a specific date in which they plan to distribute the completion certificates to their students.*
- *Client will ensure that students receive their completion certificates within 30 days after receipt of the certificates.*

b.) Final prizes. The final prizes are included in the per-student cost with the basic, standard, and comprehensive program models.

i. KRN responsibilities:

- For students in the standard program who reported reading nine or more books before the designated book-reporting deadline, KRN will deliver a prize to their school to be distributed to the student by the Client.
- For students in the comprehensive program who reported reading five or more books before the designated book-reporting deadline, KRN will deliver a prize to their school to be distributed to the student by the Client.
- KRN will deliver the prizes to each school within 30 days of their book-reporting deadline.

ii. Client responsibilities:

- *Client will inform KRN at least two weeks in advance if they have a specific date in which they plan to distribute the final prizes to their students.*
- *Client will ensure that students receive their final prizes within 30 days after receipt of the final prizes.*

c.) Program summary. The program summary is included in the per-student cost with the standard and comprehensive program models.

i. KRN responsibilities:

- For districts in the standard program, KRN will email a document containing relevant program-wide statistics to the District and Building Coordinators.
- For districts in the comprehensive program, KRN will email a document containing relevant district-specific statistics to the District and Building Coordinators.
- KRN will email the program summaries to relevant personnel within 30 days after the designated book-reporting deadline.

d.) Reading score data analysis. The reading score data analysis is included in the per-student cost with the standard and comprehensive program models.

i. KRN responsibilities:

- KRN will inform Client what data KRN needs for its reading score data analysis within 30 days after the designated book-reporting deadline.
- KRN will submit student reading scores and accompanying information to a third-party data firm for analysis.
- For districts in the standard program, KRN will deliver a reading score analysis conveying the reading score gains and losses across the KRN program as a whole in the specified program year.
- For districts in the comprehensive program, KRN will deliver a reading score analysis conveying the reading score gains and losses within the Client's district in the specified program year, in addition to a reading score analysis conveying the reading score gains and losses across the KRN program as a whole in the specified program year.
- KRN will deliver the reading score data analysis by the beginning of March in the year following the program year being analyzed.

ii. Client's responsibilities:

- *Client will furnish the requested student data within 45 days after receiving the first data request from KRN.*
- *Client will absolve KRN of the responsibility to provide a reading score data analysis if Client fails to furnish the requested student data within 60 days after receiving the first data request from KRN.*

## 2. GENERAL CONDITIONS.

2.1. PAYMENT TERMS. Client agrees to the following conditions governing payment for services provided by

KRN.

- a.) Timing of payment. Client will deliver payment to KRN by the payment date listed on their Service Agreement. If Client issues payment after the agreed-upon date, Client will forfeit any early payment incentives that may have applied to the agreed-upon payment date, and may incur late charges.
- b.) Student count adjustments. The following terms apply if the number of students enrolled in Client's district differs by more than 3% from the student count listed on the Service Agreement as of the agreed-upon enrollment deadline. If the actual number of students enrolled differs by 3% or less than the student count on the Service Agreement, then these conditions do not apply and KRN will invoice Client as usual for the number of students on the Service Agreement.
  - If Client enrolls at least 4% fewer students than the number of students listed on the Service Agreement, Client is nonetheless required to pay for the number listed on the Service Agreement for that program year. KRN will offer a credit for the difference between the student count listed on the Service Agreement and the actual number of students enrolled, to be redeemed in the next program year. For example, if Client lists 500 students on their Service Agreement but only enrolls 450 students in 2019, then Client will pay for 500 students in 2019. In 2020, KRN will deduct the cost of 50 students from the invoice that KRN issues to Client.
  - If Client enrolls at least 4% more students than the number of students listed on the Service Agreement, KRN reserves the right to cull Client's total student count down to the number of students listed on the Service Agreement. If internal factors can accommodate more students than what Client listed on their Service Agreement, then KRN will allow extra students to enroll and will invoice Client for the total number of students enrolled. If KRN has already issued an invoice before the final student count is determined, then KRN will issue an additional invoice for any students not included in the original invoice when enrollment closes.

**2.2 TERM OF SERVICE AGREEMENT.** The term of our Service Agreement shall commence upon both parties signing the Service Agreement and continue for the duration listed therein. Client may terminate their Service Agreement with KRN before the end of the term listed therein, with no penalties, in the situations below.

- a.) Inability to budget for a summer reading program. Client may terminate the Service Agreement with respect to future years if Client is unable to budget for a summer reading program.
- b.) Reading Score Guarantee. If the spring-to-fall reading score analysis conducted by KRN's chosen third-party data firm concludes that no cohort of KRN students experienced statistically significant, positive reading score effects relative to students who did not participate in KRN, then Client may prematurely terminate their Service Agreement with KRN 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.
  - Client will submit to KRN an intent to invoke the Reading Score Guarantee within 30 days of receipt of the spring-to-fall reading score analysis.
  - Client 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 Client's disqualification from the Reading Score Guarantee.
- b.) Fiscal Emergency. If Client's board declares a fiscal emergency, Client may prematurely terminate their Service Agreement with KRN with no penalties.

### **2.3 RENEWAL PROCESS.**

- a.) Unless early termination of Service Agreement is requested as defined above, KRN will issue a renewal notice to Client for the following summer no later than January 1<sup>st</sup> of the program year during the term of the Service Agreement.
- b.) *Client will inform KRN of any changes to the Service Agreement by January 31<sup>st</sup> of the program year, including but not limited to the total number of students to be served, number of students by grade, payment dates, changes in relevant Client contact information, etc.*

**2.4. DATA SECURITY AND CONFIDENTIALITY.** KRN will keep all student data secure, confidential, and compliant with Family Educational Rights and Privileges Act ("FERPA") standards, by:

- a.) Requesting a parent/guardian signature upon enrollment in KRN giving consent to collect identifiable student data for program evaluation purposes.
- b.) Collecting de-identified data for students who did not return a parent/guardian signature upon enrollment in KRN in accordance with FERPA standards.
- c.) Maintaining all electronic student data in an encrypted KRN database, accessible only to relevant KRN personnel, relevant stakeholders, and KRN's chosen third-party consultants (e.g. data firm).
- d.) Maintaining any physical copies of enrollment forms containing student data in secure filing cabinets in the KRN office, only to be accessed by authorized KRN employees.

**2.5. ADHERENCE TO PROGRAM TIMELINE.** KRN will provide Client with a program timeline that lists relevant deadlines and tasks to be completed based on the Client's last day of school. KRN will adhere to the program timeline, providing that Client does the same, especially regarding the most important milestones below.

- a.) Client will complete the Onboarding Document by the requested deadline.
- b.) Client will ensure that District and Building Coordinators complete the online training video series before enrollment begins.
- c.) Client will conclude enrollment by the agreed-upon deadline.
- d.) Client will inform KRN of any changes to the agreed-upon deadlines at least one week before the relevant deadline.

3. TERM. The term of the Service Agreement shall commence upon both parties signing the Service Agreement and continue for the term listed on the Service Agreement, unless Client invokes the Reading Score Guarantee or declares an official fiscal emergency.

4. 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 THE SERVICE 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 THE SERVICE AGREEMENT EXCEED THE TOTAL AMOUNT PAID TO KRN FOR THE ONE YEAR PERIOD PRECEDING THE DATE UPON WHICH THE DISPUTE AROSE.**

5. 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.

6. SEVERABILITY. In the event that any provision of the Service Agreement is held invalid, then the remaining provisions of this Service Agreement shall not be affected thereby.

7. GOVERNING LAW. The rights and obligations of the parties under the Service Agreement shall be governed by laws of the Client's State without regard to conflicts of laws principles.

8. COMPLETE AGREEMENT. This Service 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. The Service 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 Client's order forms or purchase acknowledgment) supplied by Client are objected to by KRN and will not be effective or binding as to KRN.