

MEMORANDUM OF UNDERSTANDING BETWEEN
Madison County Schools and MyScholar LLC

This Memorandum of Understanding sets forth the terms and understandings between Madison County Schools and MyScholar, LLC (“MyScholar”), (individually a “Party,” collectively, the “Parties”).

WHEREAS, Madison County Schools provides career and technical education to High School students; and

WHEREAS, MyScholar, offers ScholarPath, an engagement app to help high school students explore and plan their 12th grade transition to further education or to the workforce or military (“ScholarPath”); and

WHEREAS, ScholarPath allows students to view information from and potentially communicate with Pathway Providers, Universities, Colleges, Trade Schools, Employers, Trades, and the Military Services (“Pathway Providers”) to help understand and plan their career paths;

Madison County Schools and MyScholar, in consideration of the mutual promises and consideration herein, hereby agree to the following:

1. Use of ScholarPath. MyScholar shall provide ScholarPath for use by Madison County Schools

- Each student will be provided a login and their own personal ScholarPath account
- Each parent will be provided a monitoring login that will allow them to view, but not modify, their children's account.
- Each counselor will be provided a login and Counselors Account allowing them to monitor, but not modify, their assigned students’ activities within ScholarPath
- An Administrator login will be provided to allow teachers/counselors to monitor, but not modify all student activity within ScholarPath

2. Cost. MyScholar will provide ScholarPath free of charge to Madison County Schools and Madison County Schools students. MyScholar shall be responsible for all technical costs associated with providing the platform except for costs associated with Madison County Schools school computers or access devices. Each Party shall be responsible for its own labor and incidental costs.

3. Direct or Indirect Monetary Benefit Prohibited. At no time prior to, during, or after the conclusion of the term of this Agreement, as such term is provided herein, shall any director, officer, administrator, or employee of Madison County Schools receive any compensation from, hold any investment or other monetary interest in, or receive any monetary benefit or other benefit of value, whether directly or indirectly, in connection with MyScholar, ScholarPath, or any other program or entity affiliated in any manner whatsoever, with such programs, services, or entities.

4. Data Privacy. MyScholar shall sign and become party to Madison County Schools FERPA data privacy policy, as it currently exists or as it hereafter may be amended. See all privacy policy documents here: <https://scholarpath.com/terms-and-policies>

5. Parental Authorization for Communications. MyScholar agrees that no communication between student and Pathway Provider shall be allowed unless the student's parent has authorized use of ScholarPath's communications functionality by their child. Further, MyScholar agrees that even with parent authorization, communications between student and Pathway Provider may only be initiated by the student. MyScholar shall provide an authorization form for use by Madison County Schools.

6. School Data. Madison County Schools shall provide to MyScholar its curriculum and student roster. Madison County Schools shall also periodically export and provide to MyScholar ongoing student performance data, including classes, grades, attendance, test scores, and certifications (collectively, "School Data"). My Scholar acknowledges and agrees that all such School Data is the property of Madison County Schools and that MyScholar has no claim or ownership of the School Data, and further that MyScholar shall receive, process and store the School Data in compliance with FERPA. The Parties shall agree on the process for transmitting the School Data.

7. Introduction of ScholarPath. MyScholar shall provide such support and assistance to as the parties agree is necessary to ensure the successful implementation of ScholarPath. This shall include providing phone and email support to all users.

8. Goals. Madison County Schools and MyScholar shall jointly agree upon the goals and measurement for ScholarPath, including but not limited to measuring use, identified 12th grade transitions and value of subsequent scholarships or technical training.

9. Ownership of ScholarPath. Madison County Schools acknowledges and agrees that MyScholar retains all right, title and interest in and to ScholarPath, and Madison County Schools acknowledges that it neither owns nor acquires any rights in any of the foregoing not expressly granted by this Agreement. To the extent Madison County Schools acquires any rights in ScholarPath or any enhancements by virtue of requesting changes to such items or otherwise, Madison County Schools agrees to assign and hereby does assign to MyScholar all right, title and interest in and to such rights, and further agrees to sign all further documents deemed necessary by MyScholar to establish and perfect MyScholar's exclusive ownership thereof.

10. Term and Termination. This MOU shall expire at the end of the 2023-2024 school year, unless extended by agreement of the Parties. MyScholar shall provide the ScholarPath platform at no cost for the remainder of the 2022-2023 school year and for the 2023-2024 school year for students 6th-12th. Either party may cancel this agreement with 30 days written notice, with or without cause.

11. Insurance. Each Party shall, at a minimum, provide and maintain during the term of this agreement, or any renewal term, insurance policies in the amounts set forth in this paragraph. Such insurance shall include without limitation, comprehensive liability insurance (in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with appropriate tail coverage if such insurance is "claims made"); errors and omissions insurance (in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with appropriate tail coverage if such insurance is "claims made"); commercially reasonable Director and officers insurance; commercially reasonable auto liability policy (including owned, non-owned, uninsured, and underinsured motorist) if transportation is required; professional liability insurance (where applicable) in amounts required by the State of Missouri. Each party shall provide the other with certificates of insurance prior to the execution of this Agreement. Provided, however, that nothing in this paragraph or any other provision of this Agreement shall constitute or be construed as a waiver of sovereign immunity, official immunity, good faith immunity, or any other immunity or defense available to Madison County Schools under state or

federal law.

12. Indemnification. In that each Party is required to maintain insurance in the amounts and for the purposes set forth in paragraph 10 herein, neither Party shall be required to indemnify, defend, or hold harmless the other Party, or its affiliates and their respective directors, officers, contractors, subcontractors, agents, customers, employees or assigns from or against any or all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and character (including, without limitation, reasonable attorney fees, court costs, and expert witness fees) suffered or incurred by, or asserted or imposed against the other Party, its affiliates and their respective directors, officers, contractors, subcontractors, agents, customers, employees, or assigns to the extent resulting from, connected with, or arising out of the Party's allegedly negligent or wrongful acts or omissions (or that of its employees, contractors, subcontractors, agents or representatives) as it relates to its obligations under this Agreement.

13. Non-discrimination. Each Party agrees that, in the performance of this Agreement, services shall be provided without discrimination toward students, employees, or other persons regardless of their race, color, sex, age, religion, national origin, sexual orientation, marital status, disability or any other manner prohibited by law.

14. Governing Law. This Agreement shall be construed and enforced pursuant to the laws and in the courts of the State of Missouri.

15. Severability. The validity or unenforceability of any particular provision of this Agreement shall not affect the other provision hereof, and this Agreement shall be construed in all respects as though such invalid or unenforceable provision(s) were eliminated.

16. No Presumption Against Drafter. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the document to be drafted. Each party warrants that it has been represented and advised by counsel or has had full opportunity to be represented and advised by counsel with respect to this Agreement and all matters covered by it.

17. Entire Agreement. This Agreement, including any and all amendments, and any documents that are attached and integrated hereto, shall comprise of the ENTIRE AGREEMENT between the parties and neither party shall rely upon any other oral communication or document. This Agreement may only be amended or modified in writing as agreed upon by both parties.

18. Execution: The Parties agree that this Agreement may be executed in authorized counterparts and by facsimile signature.

IN WITNESS of this Agreement, the Parties have signed this document on the day and year written below

School Name: _____

Title of Signee: _____

by: _____

Title of Signee: National Director of Education

By: _____

Dr. Patrick Fine

EFFECTIVE DATE: _____