

AGREEMENT

This AGREEMENT (the “Agreement”) is made and entered into as of the 13th day of August, 2026, by and between Holt Street Holdings, Inc. d/b/a Riptoes (“Riptoes”) and The Township of Union Public Schools, on behalf of itself and each of its participating schools (collectively, “District”). For purposes of this Agreement, Riptoes and the District shall be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, the District seeks to provide engaging, high-quality, and equitable learning opportunities for students and believes that Riptoes’ digital learning experiences can help educators deliver consistent, standards-aligned, and inspiring instruction; and

WHEREAS, Riptoes and the District desire to establish a strategic partnership that brings these learning experiences to students throughout the District.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Responsibilities of Riptoes

Riptoes shall:

- Provide Riptoes’ sponsored curriculum and digital learning experiences to schools within the District at no cost.
- These programs will be available throughout the school year and in the summer months.
- Provide free professional development or educator training sessions to ensure effective program implementation.
- Offer timely support to educators regarding implementation or technical questions related to Riptoes programming.
- Provide opportunities for schools, as available, to interact with program sponsors, including events, classroom visits, and related experiences.
- Include District educators in webinars or other professional learning opportunities hosted by Riptoes.
- Supply marketing materials to promote the program’s impact, including press releases and social media templates.
- Meet high standards for student data privacy — Riptoes’ Data Privacy Policy is outlined in Exhibit A.
- Designate a Riptoes point of contact for the program and any contract-related inquiries.

Responsibilities of the District

The District shall:

- Identify an overall point person to coordinate with Riptoes regarding meetings, implementation, and partnership logistics.
- Identify additional points of contact, by subject or grade band, to determine the most effective placement for Riptoes programming.
- Invite Riptoes staff to participate in relevant professional development sessions or support other teacher training efforts.
- Meet annually with Riptoes staff to review the partnership, discuss outcomes, and plan for the following school year.
- Complete an annual survey providing feedback on partnership success and program alignment.
- As deemed appropriate, share partnership highlights via social media, newsletters, or other district communications.
- Ensure that all Riptoes programs comply with applicable state and federal laws, district policies, and technology requirements.

Term

This Agreement shall remain in effect for the duration of the school year and shall automatically renew annually on August 1st unless terminated by either Party with at least thirty (30) days written notice prior to renewal. Either Party may also terminate this Agreement with thirty (30) days written notice if the other Party fails to perform the obligations set forth herein and does not cure such failure within the notice period.

Mutual Protections

This Agreement shall be governed by the laws of the state in which the District is located, excluding any laws that would direct the application of another jurisdiction's laws.

Except as required by law, neither Party shall be liable to the other for consequential, special, punitive, incidental, or indirect damages, whether arising in contract, tort, or otherwise, in connection with performance or failure to perform this Agreement.

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Any modification or assignment of this Agreement must be in writing and signed by both Parties. A waiver of any term or condition must also be in writing and executed by both Parties.

Notices under this Agreement shall be provided in writing and delivered personally or by registered or certified mail, postage prepaid, with return receipt requested.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

Holt Street Holdings, Inc. d/b/a	DISTRICT ([Insert District Name])
Signed: <i>Daniel Sass</i>	Signed: _____
Print Name: Daniel Sass Title: Regional Success Manager (Northeast) Date: August 13, 2026	Print Name: _____ Title: _____ Date: _____

Exhibit A: Riptoes Data Privacy Policy

Riptoes takes student data privacy very seriously and complies with all applicable federal and state laws protecting student information, including the Family Educational Rights and Privacy Act (FERPA) and the Children's Online Privacy Protection Act (COPPA). Personally identifiable information (PII) collected by Riptoes is limited to that necessary for program delivery, technical troubleshooting, and reporting to educators in de-identified or aggregated form.

Riptoes does NOT:

- Sell or use student data for commercial or marketing purposes.
- Use data for discriminatory or non-educational purposes.
- Share individual-level student data with third parties without District consent.

Riptoes DOES:

- Analyze de-identified and aggregate data to improve its educational offerings.
- Use secure, encrypted cloud-based hosting for all data storage.
- Regularly test its systems for security vulnerabilities and maintain strict access controls.
- Share individual-level student data with with caregivers and family circle members

Exhibit B: Riptoes Data Sharing Agreement

The District agrees to share limited, necessary data fields for the purpose of enabling single sign-on (SSO) access and supporting implementation of Riptoes programs. Such data may include teacher and student names, emails, grade levels, and class assignments, as applicable. Riptoes agrees to maintain confidentiality and use this data solely for educational purposes.