

**Data Sharing/Use Agreement**

**Between**

**Jefferson County Board of Education**

**And**

**Edmentum, Inc.**

This Data Sharing/Use Agreement ("Agreement") between the Jefferson County Board of Education, a political subdivision of the Commonwealth of Kentucky doing business as the Jefferson County Public Schools ("Data Provider"), and Edmentum, Inc., a [corporation] organized under the laws of Delaware ("Contractor") describes the project proposed by Contractor, and the means to be used by Contractor to ensure the confidentiality and security of information and data exchanged between Data Provider and Contractor.

**A. PERIOD OF THE AGREEMENT**

This Agreement shall be effective as of and will terminate unless terminated earlier by either party pursuant to Section H.

**B. SCOPE OF THE AGREEMENT AND INTENDED USE OF THE DATA**

1. **SCOPE OF WORK/PROJECT DESCRIPTION** – The use of data received under this agreement is limited to the purpose and scope described in Exhibit A. Only data elements included in Exhibit A will be provided to Contractor under this Agreement.
2. Data Provider and Contractor agree that Contractor is an organization to which Data Provider can disclose, upon written request, personally identifiable information from an education record of a student, as defined in 34 CFR 99.3, under the "studies exception" of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(6) ("FERPA"), because the disclosure is to conduct studies for, or on behalf of, Data Provider to: develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
3. Data Provider shall disclose to Contractor, upon written request, confidential, personally identifiable information from an education record of a student, as defined in 34 C.F.R. 99.3, under the "studies exception" of FERPA, 34 C.F.R. 99.31 (a)(6), when the disclosure is to conduct studies for, or on behalf of, Data Provider to: develop, validate, or administer predictive tests; administer student aid programs; or improve instruction. The confidential data including student and non-student information to be disclosed is described in a document attached to this Agreement as **Exhibit A**. Contractor shall use personally identifiable information from education records and other records in order to perform the studies described in Exhibit A. The description of the studies, as included in Exhibit A, shall include the purpose and scope of the studies, the duration of the studies,

a specific description of the methodology of disclosure and an explanation as to the need for confidential data to perform these studies. Contractor shall notify Data Provider and Data Provider shall provide written consent, if approved, of any changes to the list of disclosed data necessary for the studies or any changes to the scope, purpose or duration of the studies themselves. Any agreed upon changes to the data disclosed or to the studies shall be reduced to writing and included in Exhibit A.

4. Contractor and Data Provider shall work cooperatively to determine the proper medium and method for the transfer of confidential data between each other. Contractor shall confirm the transfer of confidential data and notify Data Provider as soon as practicable of any discrepancies between the actual data transferred and the data described in this Agreement. The same protocol shall apply to any transfer of confidential data from Contractor to Data Provider.

#### **C. CONSTRAINTS ON USE OF DATA**

1. Contractor agrees that the project shall be conducted in a manner that does not permit personal identification of parents and students by individuals other than representatives of Contractor that have legitimate interests in the information.
2. Contractor will report only aggregate data and will not report any individual data, nor will data be reported in a manner that permits indirect identification of any individual.
3. Contractor will not contact the individuals included in the data sets without obtaining advance written authorization from Data Provider.
4. Contractor shall not re-disclose any individual – level data with or without identifying information to any other requesting individuals, agencies, or organizations without prior written authorization by Data Provider.
5. Contractor shall use the data only for the purpose described in Exhibit A. The data shall not be used for personal gain or profit.

#### **D. DATA CONFIDENTIALITY AND DATA SECURITY**

Contractor agrees to the following confidentiality and data security statements:

1. Contractor acknowledges that the data is confidential data and proprietary to Data Provider, and agrees to protect the data from unauthorized disclosures and to comply with all applicable Data Provider, Local, State and Federal confidentiality laws and regulations including but not limited to FERPA; the Privacy Act of 1974, 5 U.S.C. 552a; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.; the Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931 et seq.; the Kentucky Open Records Act, KRS 61.820 et seq.; and the California Education Code.



2. If the performance of this Agreement involves the transfer by Data Provider to Contractor of any data regarding any Data Provider student that is subject to FERPA, Contractor agrees to:
  - a. In all respects comply with the provisions of FERPA.
  - b. Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than Contractor and its employees, contractors and agents, without the approval of Data Provider.
  - c. Require all employees, contractors and agents of Contractor to comply with all applicable provisions of FERPA with respect to any such data.
  - d. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
  - e. Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agent of Contractor having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
  - f. Destroy or return to Data Provider any such data obtained under this Agreement within thirty days (30) after the date within it is no longer needed by Contractor for the purposes of the Project.
  - g. If free or reduced price lunch eligibility data (i.e., free or reduced price lunch eligibility data which is the student poverty indicator for most education programs) is to be released to the Researcher, then the Data Provider shall disclose this data to the Contractor, upon written request utilizing the U.S. Department of Agriculture prototype request and confidentiality agreement, and upon the Data Provider agreeing that the Contractor has demonstrated that disclosure is allowed by 7 C.F.R. 245.6. A description of any data protected by 7 C.F.R 245.6 which is to be disclosed under this agreement shall be included in Exhibit A. Any agreed upon changes to the data disclosed or to the studies shall be reduced to writing and included in Exhibit A to this agreement.
3. Contractor shall not release or otherwise reveal, directly or indirectly, the data to any individual, agency, entity, or third party not included in this Agreement, unless such disclosure is required by law or court order. If Contractor becomes legally compelled to disclose any confidential and otherwise personally identifiable data (whether by judicial or administrative order, applicable law, rule or regulation, or otherwise), then Contractor shall use all reasonable efforts to provide Data Provider with prior notice before disclosure so that Data Provider may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure Data Provider's compliance with the confidentiality requirements of federal or state law; provided, however, that Contractor will use all

reasonable efforts to maintain the confidentiality of confidential and otherwise personally identifiable data. If a protective order or other remedy is not obtained prior to the deadline by which any legally compelled disclosure is required, Contractor will only disclose that portion of confidential and otherwise personally identifiable data that Contractor is legally required to disclose.

4. Contractor shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data, other than publications permitted under Section I of this Agreement.
5. Contractor shall not use data shared under this Agreement for any purpose other than the goals outlined in this Agreement. Nothing in this Agreement shall be construed to authorize Contractor to have access to additional data from Data Provider that is not included in the scope of this Agreement (or addenda). Contractor understands that this Agreement does not convey ownership of the data to Contractor.
6. Contractor shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data as described in **Exhibit C**. Reasonable security precautions and protections include, but are not limited to:
  - a. Creating, distributing, and implementing data governance policies and procedures which protect data through appropriate administrative, technical and physical security safeguards, and outline staff responsibilities for maintaining data security;
  - b. Encrypting all data carried on mobile computers/devices;
  - c. Encrypting data before it is transmitted electronically;
  - d. Requiring that users be uniquely identified and authenticated before accessing data;
  - e. Establishing and enforcing well-defined data privilege rights which restrict users' access to the data necessary for this to perform their job functions;
  - f. Ensuring that all staff accessing data sign a confidentiality agreement or nondisclosure statement, attached as **Exhibit B**, and maintain copies of signed confidentiality agreements or nondisclosure statements;
  - g. Securing access to any physical areas/electronic devices where sensitive data are stored;
  - h. Installing a firewall to permit or deny network transmissions based upon a set of rules; and
  - i. Installing anti-virus software to protect the network.



7. If Contractor receives Personal Information as defined by and in accordance with the Kentucky Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), Contractor shall secure, protect and maintain the confidentiality of the Personal Information by, without limitation, complying with all requirements applicable to "non-affiliated third parties" set forth in the Act, including but not limited to the following:
- a. "Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
    - i. An account, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
    - ii. A Social Security number;
    - iii. A taxpayer identification number that incorporates a Social Security number;
    - iv. A driver's license number, state identification card number or other individual identification number issued by an agency;
    - v. A passport number or other identification number issued by the United States government; or
    - vi. Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by FERPA.
  - b. As provided in KRS 61.931(5), a "non-affiliated third party" means "any person or entity that has a contract or agreement with the Commonwealth and receives (accesses, collects or maintains) personal information from the Commonwealth pursuant to the contract or agreement."
  - c. Contractor shall not re-disclose, without the written consent of Data Provider, any "personal information," as defined in KRS 61.931, or any other personally identifiable information of a student or other persons, such as employees.
  - d. Contractor agrees to cooperate with Data Provider in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.
  - e. Contractor agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

8. If Contractor is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person or entity other than an educational institution that operates a cloud computing service"), Contractor agrees that:
9. Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the provider receives express permission from the student's parent. Contractor shall work with the student's school and district to determine the best method of collecting parental permission. KRS 365.734 defines "process" and "student data."
10. With a written agreement for educational research, Contractor may assist an educational institution to conduct educational research as permitted by FERPA.
11. Pursuant to KRS 365.734, Contractor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
12. Pursuant to KRS 365.734, Contractor shall not sell, disclose, or otherwise process student data for any commercial purpose.
13. Pursuant to KRS 365.734, Contractor shall certify in writing to the agency that it will comply with KRS 365.734(2).
14. Contractor shall report all known or suspected breaches of the data, in any format, to Dr. Dena Dossett, Chief, Accountability, Research and Systems Improvement. The report shall include (1) the name, job title, and contact information of the person reporting the incident; (2) the name, job title, and contact information of the person who discover the incident; (3) the date and time the incident was discovered; (4) the nature of the incident (e.g. system level electronic breach, an electronic breach of one computer or device, or a breach of hard copies of records; (5) a description of the information lost or compromised; (6) the name of the electronic system and possible interconnectivity with other systems; (7) the storage medium from which information was lost or compromised; (8) the controls in place to prevent unauthorized use of the lost or compromised information; (9) the number of individuals potentially affected; and (10) whether law enforcement was contacted.
15. Contractor shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this Agreement as described in Exhibit D. Contractor agrees to require all employees, contractors, or agents of any kind using Data Provider data to comply with this provision. Contractor agrees to document the methods used to destroy the data, and upon request, provide certification to Data Provider that the data has been destroyed.
16. For purposes of this agreement and ensuring Contractor's compliance with the terms of this Agreement and all application of the state and Federal laws, Contractor designates \_\_\_\_\_ (or an alternative designee(s) specified in **Exhibit D**) as the temporary custodian ("Temporary Custodian") of the data that Data Provider shares with Contractor. Data Provider will release all data and information under this Agreement



to Temporary Custodian. Temporary Custodian shall be responsible for transmitting all data requests and maintain a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the return or destruction of the data as described below. Data Provider or its agents may, upon request, review the records Contractor is required to keep under this Agreement.

17. Contractor has the right, consistent with scientific standards, to present, publish, or use student results it has gained in the course of its analysis, but only if the publication, presentation, or use does not include personally identifiable information of parents, students, or teachers, and not outside the bounds of a project.
18. Should Contractor use or collect data for conducting a research project, Contractor will separately submit an external research request through Data Provider's online system: <https://assessment.jefferson.kyschools.us/DRMS/>.
19. Should Contractor present, publish, or use student results it has gained in the course of its analysis, Contractor shall adhere to the following terms:
  - a. Contractor shall not publish, present, or use reports that include a cell size of less than 10. Reports must mask these cells so that the results are not revealed.
  - b. Publications and reports of data and information shared, including preliminary descriptions and draft reports, shall involve only aggregate data and no personally identifiable information or other information that could lead to the identification of any student, parent, or teacher.
  - c. No less than fifteen (15) business days prior to public disclosure of its data analysis, Contractor will provide Data Provider a manuscript or other draft of the proposed public disclosure. Within fifteen (15) business days following receipt thereof, Data Provider will notify Contractor in writing if the proposed disclosure contains any confidential information and specify the portions of the proposed disclosure requiring redaction.
  - d. Contractor shall provide Data Provider, free of charge and within thirty (30) days, a copy of any report that is generated using the data.
  - e. Reports or articles based on data obtained from Data Provider under this agreement must include the following acknowledgment: "This report/article was made possible, in part, by the support of the Jefferson County, Kentucky, Public Schools. Opinions contained in this report/article reflect those of the author and do not necessarily reflect those of the Jefferson County, Kentucky, Public Schools." Data Provider must be cited as the source of the data in all tables, reports, presentations, and papers.
20. Contractor acknowledges that any violation of this Agreement and/or the provisions of FERPA or accompanying regulations related to the nondisclosure of protected student

information constitutes just cause for Data Provider to immediately terminate this Agreement.

#### **E. FINANCIAL COSTS OF DATA-SHARING**

Each party shall be responsible for their portion of costs that may result from data sharing. Examples of potential costs to Data Provider are costs associated with the compiling of student data requested under this agreement and costs associated with the electronic delivery of the student data to Contractor.

No payments will be made under this agreement by either party.

#### **F. OBLIGATIONS OF DATA PROVIDER**

During the term of this Agreement, Data Provider shall:

1. Prepare and deliver student demographic and academic data as defined in **Exhibit A – Data File Description**. All items will be keyed to a “proxy” student identifier that is different from the official student ID. The link between the official and proxy IDs will not be disclosed by Data Provider. No personally identifiable information will be provided to Contractor.
2. After the initial data is provided for the requested student population, Data Provider will not provide supplementary data for additional students.
3. Provide Data Stewardship training for data custodian.

#### **G. LIABILITY**

Contractor agrees to indemnify and hold Data Provider harmless from all liability of the Data Provider for any third party claims that may arise from or relate to Contractor’s breach of one or more of its material obligations identified in this Agreement (“Claims”) and related, costs, damages or expenses (including reasonable attorneys’ fees). Notwithstanding anything in this Agreement to the contrary, under no circumstance shall Contractor’s maximum liability under this Agreement or under any theory including contract, indemnification, equity or otherwise, exceed, in the aggregate, twice the amount that Data Provider has paid to Contractor under Exhibit A during the prior twelve months. The provisions of this Section shall survive the termination or expiration of this Agreement.

#### **H. TERMINATION**

1. This Agreement may be terminated as follows, after notification via the United States Postal Service (certified mail or registered mail) or recognized overnight delivery service (e.g., UPS, DHL, or FedEx):
  - a. By either party immediately in the event of a material breach of this Agreement by another party.



- b. By either party after thirty (30) days advance written notice to the other party, for any reason or no reason.
2. The confidentiality provisions of this Agreement shall survive the termination of this Agreement. If this Agreement is terminated by either party for material breach or for any other reason with thirty (30) days written notice, the confidential information shall be returned or destroyed within seven (7) days of the termination. If this Agreement terminates at the end of the term described in Section A, Contractor shall return or destroy all confidential information when it is no longer needed for the project. Such return or destruction shall occur within seven (7) days after it is no longer needed for the project.
3. Destruction of the confidential information shall be accomplished by utilizing an approved methods of confidential destruction, including shredding, burning or certified/witnessed destruction for physical materials and verified erasure of magnetic media using approved methods of electronic file destruction. Detailed data destruction plan is provided in **Exhibit D**. Contractor's Certificate of Data Destruction is provided in **Exhibit E**.

#### **I. PUBLICATIONS AND COPYRIGHTS**

Both parties recognize that each organization may have extant work that predates this agreement. If those materials and/or data are used in the course of this work, they remain the property of the original developer or researcher. If new materials are developed during the project, ownership and copyright of such will remain with the developing entity.

#### **J. MODIFICATION**

No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by both parties.

#### **K. QUALITY OF SERVICES**

Data Provider reserves the right to review Contractor's performance under this Agreement for effectiveness in serving the specific purposes as outlined in Paragraph B.1. Failure of Contractor to perform in a manner that meets or exceeds the quality standards for Data Provider shall serve as grounds for termination of this Agreement.

#### **L. BREACH OF DATA CONFIDENTIALITY**

Contractor acknowledges that the breach of this agreement or its part may result in irreparable and continuing damage to Data Provider for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this agreement by Contractor, Data Provider, in addition to any other rights and remedies available to Data Provider at law or in equity, may be entitled to preliminary and permanent injunctions to enjoin and restrain the breach or threatened breach. If the United States Department of Education's Family Policy Compliance Office determines that Contractor has violated paragraph 34 C.F.R.

99.31(a)(6)(iii)(B), Data Provider may not allow Contractor access to personally identifiable information from education records for at least five (5) years.

**M. CHOICE OF LAW AND FORUM**

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. Any action or claim arising from, under or pursuant to this Agreement shall be brought in the Jefferson County, Kentucky, Circuit Court, and the parties expressly waive the right to bring any legal action or claims in any other courts.

**N. WAIVER**

No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Agreement.

**O. SEVERABILITY**

If any part of this Agreement is held to be void, against public policy or illegal, the balance of this Agreement shall continue to be valid and binding.

**P. NOTICES**

Any notices or reports by one party to the other party under this Agreement shall be made in writing, to the address shown in the signature portions of this Agreement, or to such other address as may be designated in writing by one party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

**Q. RELATIONSHIP OF PARTIES**

Data Provider is not an employee, agent, partner or co-venturer of or with Contractor. Neither Contractor nor Data Provider shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.

**R. ENTIRE AGREEMENT; ASSIGNMENT**

This Agreement, together with any attachments hereto and any amendment or modifications that may hereafter be agreed to by the parties shall constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, oral and written, relating hereto. Contractor shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of Data Provider, and any attempted assignment without such prior written consent in violation of this Section R shall automatically terminate this Agreement.



**AGREED:**

Edmentum, Inc.  
5600 West 83<sup>rd</sup> Street, Suite 300 – 8200 Tower  
Bloomington, MN 55437

BY:  \_\_\_\_\_

Name: Eric Doan

Title: Chief Financial Officer

Date: June 26, 2019

**AGREED:**

Jefferson County Board of Education  
3332 Newburg Road  
Louisville KY 40218

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

61617751.2

### Description of Exhibits

To authorize the release and use of confidential data. Exhibits referenced in the Agreement must be completed and incorporated into the final Agreement.

Exhibits include:

- Exhibit A –
  - Section I - describes the project, funding source and data being requested
  - Section II- describes the need for Personally Identifiable Information (PII)
  - Section III required if requesting Free and Reduced Lunch information
- Exhibit B – Contractor Nondisclosure Statements (one for each data custodian)
- Exhibit C – Contractor data security policy
- Exhibit D – Data destruction plan at completion of project and identification of data custodians
- Exhibit E — Contractor's Certificate of Data Destruction

*Please refer to The U.S. Department of Education, Family Policy Compliance Office's Guidance for Reasonable Methods and Written Agreements for additional information on requirements for data sharing under the Family Educational Rights and Privacy Act (FERPA).*



## Exhibit A

### **Contact Information:**

Contractor Legal Name: [Edmentum, Inc.](#)

Primary Data Custodian Name:

Title:

Phone: [800-447-5286](#)

Email:

Secondary Data Custodian Name:

Title:

Phone:

Email:

### **Section I – to be completed by all requestors:**

**Describe purpose, scope and duration of project – *use of data received under this agreement is limited to purpose and scope defined.***

- Describe purpose and scope of the project. [See the attached Order Form # Q-171416](#)
- Describe any grant, third party or other funding source for project.
- Describe how results of project will be used and include Vision 2020 strategy supported by the project.

Start Date of Project: [7/1/2019](#)

End Date of Project: [6/30/2020](#)

Data Being Requested – provide specific data elements needed to complete project.

### **Section II – Complete if Personally Identifiable Information (PII) is being requested:**

[Personally Identifiable Information is not required. Customers retain ownership and control of all student data.](#)

- Justify your request for student/individual level data.
- Explain why project could not be completed using aggregate-level data without PII.

*Special requirements for requests for Personally Identifiable Information (PII)*

- *Student-Level/Individual detail from education records can only be used to meet the purpose or purposes of the project as stated in this MOU for duration as defined.*
- *Contractor agrees to conduct the project in a manner that does not permit the personal identification of parents, students, individuals by anyone other than designated data custodians.*
- *Contractor agrees to destroy all PII from education records and confidential data from other records.*

**If Free/Reduced Lunch status is needed on PII, complete Section III.**

[Not Applicable to our business.](#)



Date: 3/28/2019  
Order Number: Q-171416  
Revision: 3  
Order Form Expiration Date: 6/4/2019

## ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
To Pay by Credit Card: Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

### Customer and Billing Address

Customer No.: 110108  
Customer Name: JEFFERSON COUNTY PUBLIC SCHOOLS  
Billing Address: P.O. Box 35340  
LOUISVILLE, KY 40232-5340

### Products and Services

#### Early Access

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Core, Health and PE, World Languages, College and Career Readiness, CTE, Electives Libraries - Program Licenses	1,500	4/1/2019	6/30/2019	3
Courseware: Core, Health and PE, World Languages, College and Career Readiness, CTE, Electives Libraries - Concurrent Licenses	700	4/1/2019	6/30/2019	3

#### JEFFERSON COUNTY PUBLIC SCHOOLS

Products	Qty	License Start Date	License End Date	License Term (Months)
Courseware: Core, Health and PE, World Languages, College and Career Readiness, CTE, Electives Libraries - Program Licenses	1,500	7/1/2019	6/30/2020	12
Courseware: Core, Health and PE, World Languages, College and Career Readiness, CTE, Electives Libraries - Concurrent Licenses	700	7/1/2019	6/30/2020	12
Courseware Gold Package	1	Year 1	***	12
Platinum Custom Training Services	20	Year 1	***	12

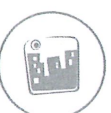
<b>Subtotal:</b>	\$284,991.00
<b>Estimated Tax:</b>	\$0.00
<b>Total US Funds:</b>	\$284,991.00

\*\* Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

\*\*\* Services purchased are valid for an annual term. Any service offering that is not used during the applicable term will expire and cannot be carried over or used in subsequent periods.

### Invoicing and Payment Terms

PO Due Date	Payment Due Date	Amount
Due at Time of Order	Net 15	\$4,500.00
7/1/2019	7/16/2019	\$280,491.00
	Total	\$284,991.00







Date: 3/28/2019  
Order Number: Q-171416  
Revision: 3  
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## ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
To Pay by Credit Card: Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

### Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

### Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a Purchase Order with this Order Form covering the initial portion of the amount and you will submit future Purchase Orders based on the Invoicing and Payment Terms table and timely make corresponding payment(s) for the remaining amount(s) owed.

### Customer Contact for Future Purchase Orders:

Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

### EdOptions Academy Post Pay Option

Included in this Agreement is your option to enroll students in our EdOptions Academy (the "EdOptions Academy Post Pay Option"). You may exercise this option at any time during the 365 day period beginning on the date that your order under the Agreement is processed (the "Option Exercise Period") by sending an email to [teacherneeded@edmentum.com](mailto:teacherneeded@edmentum.com) and identifying your desire to exercise this option. If you either (a) notify us of your decision to exercise the EdOptions Academy Post Pay Option within the Option Exercise Period or (b) actually enroll any of your students in any of the EdOptions Academy courses/programs, you agree that (i) the fees you required to pay us for each Academy enrollment shall be as identified on Appendix A during the Option Exercise Period, after which the fees shall be as agreed to by the parties, all such fees to be payable by you within fifteen (15) days of your receipt of our invoice, (ii) you will not be required to issue an additional purchase order to cover any of your Academy enrollments and (iii) the terms and conditions identified in or referenced in this Agreement, including those on Appendix A, shall exclusively control.

### Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreements terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreements terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com).

### Customer Signature:

Name (Printed or Typed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Edmentum | N.W. 7504, P.O. Box 1450 | Minneapolis, MN 55485-7504 | [www.edmentum.com](http://www.edmentum.com)





Date: 3/28/2019  
Order Number: Q-171416  
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ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
To Pay by Credit Card: Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

### Appendix A: EdOptions Academy Products

All courses and programs included in the table below will be available for enrollment at the indicated price.

Products	Price
EdOptions Academy Career Pathways School Year	\$2,000.00
EdOptions Academy College Pathways School Year	\$2,500.00
EdOptions Academy Active Monthly per Student	\$250.00
EdOptions Academy Active Monthly per Course	\$80.00
EdOptions Academy Active Yearly per Student	\$2,500.00
EdOptions Academy 18 Week Core Courses	\$295.00
EdOptions Academy 18 Week CTE and Elective Courses	\$295.00
EdOptions Academy 18 Week Health and Fitness Courses	\$295.00
EdOptions Academy 18 Week Advanced Courses	\$325.00
EdOptions Academy 18 Week World Language Courses	\$325.00
EdOptions Academy 18 Week Advanced World Language Courses	\$325.00
EdOptions Academy 18 Week Course Extension Fee	\$50.00
EdOptions Academy 9 Week Semester Courses	\$200.00
EdOptions Academy 9 Week Course Extension Fee	\$25.00
EdOptions Academy Test Prep Courses	\$295.00
EdOptions Academy Remediation Courses	\$295.00

#### Terms and Conditions for Academy Products:

Prices identified above do not include taxes and any taxes imposed on your purchases shall be invoiced and payable by you. To the extent that you have not provided a Subsequent Purchase Order to cover your Purchases, upon our request, you will promptly issue a subsequent Purchase Order in the amount we identify to cover such Purchases. You agree to pay all invoices within fifteen (15) days of receipt. Although we will generally not invoice you until after you enroll, use, or access, we reserve the right to immediately invoice you for any services you purchase.

We provide a no charge grace period for enrollments that are dropped within the following number of days from enrollment: Standard (9 or 18 week) courses = 14 days, Career/College Pathways, Active Yearly per Student = 30 days, Active monthly = 3 days.

Career and College Pathways School Year allows the student access to the Academy for a set 12-month school year with a start date of 8/1 and end date of 7/31. Active Yearly per Student allows the student access for a 12-month period following initial enrollment date.

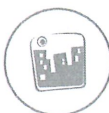
#### Roles and Responsibilities:

##### **Our Responsibilities**

We will administer the program with the support of your staff.

We will be responsible for the following:

- Provide the licensed courses to students using the program.
- Provide qualified teachers for each course.
- Provide live training and/or training through webinar(s) for individuals selected by you to facilitate the program, in accordance with the services you have purchased.
- Provide an online registration and course enrollment process.
- Provide online access to student progress on an ongoing basis to appropriate personnel that you identify.
- Provide access to the online courses that you've licensed 24 hours 7 days a week for student and organization use, subject to normal downtime for updates and maintenance.
- Provide reporting on student progress throughout each course and program.
- Access to learning management system which gives access to student info, student's official gradebook, and communications concerning student.
- Printable access to an enrolled student's transcript.





Date: 3/28/2019  
Order Number: Q-171416  
Revision: 3  
Order Form Expiration Date: 6/4/2019

## ORDER FORM

Please fax all pages to 1.877.519.9555 or email to [orders@edmentum.com](mailto:orders@edmentum.com)  
To Pay by Credit Card: Call 214.294.9901 or e-mail [creditcardprocessing@edmentum.com](mailto:creditcardprocessing@edmentum.com)

### Your Responsibilities

You will work with us to design and implement a program that meets the educational needs of the students selected to participate in the program.

You will be responsible for the following:

- Designate one person who will be the program administrator. This person will be responsible for coordinating the operation of the program with our staff.
- Arrange for our training to your staff involved in the program. The training will be provided through virtual sessions.
- Submit enrollment forms and other miscellaneous required documents via our Student Information System.
- Determine what course(s) students will take and assist students or administrators in accurately inputting required information.
- Ensure that students participating in this program have regular access to the internet.
- Provide proctors for the exams associated with each course.
- Promptly notify us in the event that you become aware of a change in law or regulation that impacts the operation of the program or the policies in place governing a student's participation in the program.
- Promptly contact us if a student withdraws, is suspended, or has other status changes that will affect the student's participation or progress in class.
- Using reasonable efforts to ensure that your students understand and adhere to our policies, including but not limited to our Student Code of Conduct policy.

Edmentum | N.W. 7504, P.O. Box 1450 | Minneapolis, MN 55485-7504 | [www.edmentum.com](http://www.edmentum.com)





## Exhibit B

### CONTRACTOR'S EMPLOYEE OR SUBCONTRACTOR NONDISCLOSURE STATEMENT

*Include the completed Nondisclosure Statements or confidentiality agreement with your proposed DATA SHARING AGREEMENT.*

**Contractor:** Edmentum, Inc.

**Contractor's employee or subcontractor's name:**

**Title:**

**Address:** 5600 West 83rd Street, Suite 300 - 8200 Tower, Bloomington, MN 55437

**Phone:** 800-447-5286

I understand that the performance of my duties as an employee or contractor of the Contractor involve a need to access and review confidential information (information designated as confidential by FERPA, NSLA, CNA, KRS 61.931(6), or other federal or state law); and, that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under the law as stated below. By signing this document, I agree to the following:

- I will not permit access to confidential information to persons not authorized by the CONTRACTOR and its subcontractor.
- I will maintain the confidentiality of the data or information.
- I will not access data of persons related or known to me for personal reasons.
- I will not reveal any individually identifiable information furnished, acquired, retrieved, or assembled by me or others for any purpose other than statistical purposes specified in the CONTRACTOR, project.
- I will report, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site
  - to my immediate supervisor, and
  - to the Division of Human Resources if I am a CONTRACTOR employee or
  - to the CONTRACTOR Office for whom I perform work under the contract if I am a subcontractor or an employee of a subcontractor
- I understand that procedures must be in place for monitoring and protecting confidential information.
- I understand and acknowledge that FERPA-protected information obtained under provisions of Family Educational Rights and Privacy Act of 1974 (FERPA) as a subcontractor's employee or subcontractor of CONTRACTOR is confidential information.
- I understand that FERPA protects information in students' education records that are maintained by an educational agency or institution or by a party acting for the agency or institution, and includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.
- I understand that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing of federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. 3571) or imprisonment for not more than five years (under 18 U.S.C. 3559), or both.
- I understand and acknowledge that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, is confidential information.
- I understand that any unauthorized disclosure of confidential free and reduced price lunch

**D. Effective Date**

This agreement shall be effective during the dates of duration for the project.

**E. Penalties**

Any person who publishes, divulges, discloses, or makes known in any manner, or to any extent not authorized by Federal law (Section 9(b)(6)(C) of the National School Lunch Act; 42 USC 1758(b)(6)(C)) or regulation, any information about a child's eligibility for free and reduced price meals or free milk shall be fined not more than a \$1,000 or imprisonment of not more than 1 year or both.

**F. Signatures**

The parties acknowledge that children's free and reduced price meal and free milk eligibility information may be used only for the specific purposes stated above; that unauthorized use of free and reduced price meal and free milk information or further disclosure to other persons or programs is prohibited and a violation of Federal law which may result in civil and criminal penalties.

**Contractor**

Typed or Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Data Provider**

Name: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*\*Any attachments will become part of this agreement.*

\_\_\_\_\_

### Section III

#### Complete if free or reduced -price lunch eligibility data is required for project

##### Disclosure of Free and Reduced Price Information

#### **A. Purpose and Scope**

Jefferson County Public Schools, DATA PROVIDER, and \_\_\_\_\_ acknowledge and agree that children's free and reduced price meal and free milk eligibility information obtained under provisions of Richard B. Russell National School Lunch Act (42 USC 1751 et. seq.) (NSLA) or Child Nutrition Act of 1966 (42 USC 1771 et. seq.) (CNA) and the regulations implementing these Acts is confidential information. This Agreement is intended to ensure that any information disclosed by the DATA PROVIDER to \_\_\_\_\_ about children eligible for free and reduced price meals or free milk will be used only for purposes specified in this Agreement and that the DATA PROVIDER and \_\_\_\_\_ recognize that there are penalties for unauthorized disclosures of this eligibility information.

#### **B. Authority**

Section 9(b) (6) (A) of the NSLA (42 USC 1758(b) (6) (A)) authorizes the limited disclosure of children's free and reduced price meal or free milk eligibility information to specific programs or individuals, without prior parent/guardian consent. Except that, the parent/guardian must be provided the opportunity to decline to share eligibility information prior to the disclosure for identifying children eligible for benefits under or enrolling children in the State Medicaid Program and the State children's health insurance program. Additionally, the statute specifies that for any disclosures not authorized by the statute, the consent of children's parents/guardians must be obtained prior to the disclosure.

The requesting agency certifies that it is currently authorized to administer the following program(s) and that information requested will only be used by the program(s) indicated.

Check all that Apply	Program	Information Authorized
	<i>Medicaid</i> or the <i>State children's health insurance program (SCHIP)</i> , administered by a State or local agency authorized under titles XIX or XXI of the Social Security Act. Specify Program:	All eligibility information unless parents elect not to have information disclosed.
	<i>State health program</i> other than Medicaid/SCHIP, administered by a State agency or local education agency. Specify Program:	Eligibility status only; consent not required
	<i>Federal health program</i> other than Medicaid/SCHIP Specify Program:	No eligibility information unless parental consent is obtained.
	<i>Local health program</i> Specify Program:	No eligibility information unless parental consent is obtained.
	<i>Child Nutrition Program</i> under the National School Lunch Act or Child Nutrition Act Specify Program:	All eligibility information; consent not required.
	<i>Federal education program</i> Specify Program:	Eligibility status only; consent not required.
	<i>State education program</i> administered by a State agency or local education agency Specify Program: _____	Eligibility status only; consent not required.



Note: Section 9(b)(6)(A) specifies that certain programs may receive children's eligibility status only, without parental consent. Parental consent must be obtained to disclose any additional eligibility information. Section 9(b)(6)(D)(ii) specifies that for State Medicaid or SCHIP, parents must be notified and given opportunity to elect not to have information disclosed. Social security numbers may only be disclosed if households are given notice of the disclosure and the uses to be made of their social security numbers as required by Sec. 7 of the Privacy Act.

### **C. Responsibilities**

#### DATA PROVIDER will:

When required, secure parents/guardians consent prior to any disclosure not authorized by the National School Lunch Act or any regulations under that Act, unless prior consent is secured by the receiving agency and made available to the determining agency;

For State Medicaid and SCHIP, notify parents/guardians of potential disclosures and provide opportunity for parents/guardians to elect not to have information disclosed;

Disclose eligibility information only to persons directly connected to the administration or enforcement of programs authorized access under the National School Lunch Act or regulations under the Act or to programs or services for which parents/guardians gave consent.

#### CONTRACTOR will:

Ensure that only persons designated as data custodians and listed on Exhibit E who are directly connected with the administration or enforcement of the \_\_\_\_\_ (program) and whose job responsibilities require use of the eligibility information will have access to children's eligibility information.

Use children's free and reduced price eligibility information for the following specific purpose(s):

Describe:

Inform all persons that have access to children's free and reduced price meal eligibility information that the information is confidential, that children's eligibility information must only be used for purposes specified above, and the penalties for unauthorized disclosures.

Protect the confidentiality of children's free and reduced price meal or free milk eligibility information as follows:

Specifically describe how the information will be protected from unauthorized uses and further disclosures:

### **Exhibit C**

Please describe the measures you take to ensure the protection of data released to you. If you have a policy, please attach or copy/paste here as Exhibit C and include information on the requested delivery method.

See attached our Data Protection Addendum.

information or information from an application for this benefit is illegal as provided in the Richard B. Russell National School Lunch Act (42 U.S.C. 1751 et seq)(NSLA) or Child Nutrition Act of 1966 (42 U.S.C. 1771 et seq.)(CNA) and the regulations implementing these Acts, specifically 7 C.F.R 245.6. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

- I understand that KRS 61.931 also defines "personal information" to include an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:
  - a) An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
  - b) A Social Security number;
  - c) A taxpayer identification number that incorporates a Social Security number;
  - d) A driver's license number, state identification card number, or other individual identification number issued by any agency;
  - e) A passport number or other identification number issued by the United States government; or
- Individually identifiable health information as defined in 45 C.F.R. sec. 160.103, except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.
- I understand that other federal and state privacy laws protect confidential data not otherwise detailed above and I acknowledge my duty to maintain confidentiality of that data as well.
- I understand that any personal characteristics that could make the person's identity traceable, including membership in a group such as ethnicity or program area, are protected.

In addition, I understand that any data sets or output reports that I may generate using confidential data are to be protected. I will not distribute to any unauthorized person any data sets or reports that I have access to or may generate using confidential data. I understand that I am responsible for any computer transactions performed as a result of access authorized by use of sign on/password(s).

Edmentum's Student Data Privacy policy applies to all employees regarding compliance with applicable privacy and data protection laws as they relate to Student Data and related Edmentum policies and procedures, including the policy available at <http://www.edmentum.com/privacy> and the Student Privacy Pledge to which Edmentum is a signatory.

**Contractor employee or subcontractor signature:**

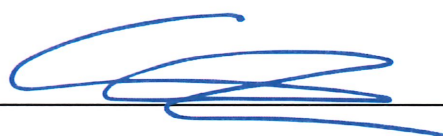
**Date:**

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**Contractor authorized agent signature:**

**Date:**



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6/7/19

**Contractor authorized agent name (typed):** Eric Doan. CFO



**DATA PROTECTION ADDENDUM**  
**DATA PROTECTION ADDENDUM ("Addendum")**

**By and Between**  
**Edmentum, Inc.**  
**and**  
**Jefferson County Public Schools ("Customer")**

THIS document is an ADDENDUM to all Vendor Order Forms ("Order Form") that the parties enter into after the Effective Date and is dated January 23, 2019 ("Effective Date").

**1. Definitions.**

- A. "Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- B. "Customer Data" includes all Personally Identifiable Information and other information that is not publicly available or in the possession of Vendor prior to the Effective Date that Customer provides to Vendor in connection with the applicable Order Form.
- C. "End User" means the individuals authorized by Customer to access and use the Services provided by the Vendor under the applicable Order Form.
- D. "Personally Identifiable Information" (or PII) includes but is not limited to: personal identifiers such as name, address, phone number, date of birth, Social Security number, and student or personnel identification number; "personal information" as defined in the laws of the State where the Customer is located and personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act, 20 USC 1232g.
- E. "Securely Destroy" means taking actions that render data written on physical (e.g., hardcopy, microfiche, etc.) or electronic media unrecoverable by ordinary means.
- F. "Security Breach" means an event in which Customer Data is exposed to unauthorized disclosure caused by Vendor.
- G. "Services" means any content licensed or services acquired by the Customer from the Vendor under the applicable Order Form.
- H. "Vendor" means Edmentum, Inc.
- I. "Mining Customer Data" means to search through, access, or extract Customer Data, metadata, or information which is not necessary to accomplish the purpose(s) of this Addendum or the applicable Order Form.

## DATA PROTECTION ADDENDUM

2. **Rights and License in and to Customer Data.** The parties agree that as between them, all intellectual property rights in and to Customer Data shall remain the exclusive property of the Customer, and Vendor has a limited, nonexclusive license to access and use Customer Data for the purpose of performing its obligations hereunder or under the applicable Order Form. This Agreement does not give Vendor any rights, implied or otherwise, to Customer Data, content, or intellectual property, except as expressly stated in the Agreement.

3. **Data Privacy.**

- A. Vendor will use Customer Data only for the purpose of fulfilling its duties under this Addendum and the Order Form, and will not share such Customer Data, with or disclose it to any third party (other than as stated herein) without the prior direction or prior written (email is acceptable) consent of the Customer, except as required by federal law or the law of the state where the Customer is located.
- B. Customer Data will not be stored or processed outside the United States without prior written consent from the Customer.
- C. Vendor is under the direct control of the Customer with respect to the Customer Data. Vendor will provide access to Customer Data only to its employees, agents and subcontractors who need to access the data to fulfill Vendor obligations under this Addendum and the Order Form. If Vendor will have access to "education records" for the Customer's students as defined under the Family Educational Rights and Privacy Act (FERPA), the Vendor acknowledges that for the purpose of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the Customer Education records, as those terms have been defined under FERPA and its implementing regulations, and the Vendor agrees to abide by the applicable provisions of FERPA with respect to limitations and requirements imposed on school officials. Vendor will use the Education records only for the purpose of fulfilling its duties under this Addendum and the Order Forms or for Customer's and its End User's benefit.
- D. Vendor will not use Customer Data (including metadata) for advertising or marketing purposes unless such use is specifically authorized by this Addendum or the Order Form or otherwise authorized in writing by the Customer.
- E. Vendor agrees to assist Customer in maintaining the privacy of Customer's Data as may be required by applicable state law of where the Customer is located and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA) and The Children's Online Privacy Protection Act (COPPA).

4. **Data Security.**

- A. Vendor will store and process Customer Data in accordance with reasonable commercial practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Vendor's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Without limiting the foregoing, Vendor warrants that all electronic Customer PII that Vendor transmits will be encrypted in transmission and at rest.
- B. Vendor will use security tools and technologies such as anti-virus protections and intrusion detection methods in providing Services under this Addendum.

5. **Employee and Subcontractor Qualifications.**

- A. Vendor shall ensure that its employees and subcontractors who have potential access to Customer Data possess all needed qualifications to comply with the terms of this Addendum.



## DATA PROTECTION ADDENDUM

Vendor shall be responsible for any breaches of this Addendum by any Vendor staff and sub-contractors who have access to Customer PII.

### 6. Security Breach.

- A. Response. Promptly upon becoming aware of a Security Breach, Vendor will notify the Customer in accordance with Section 16, fully investigate the incident, and cooperate with the Customer's Investigation of and response to the incident. Except as otherwise required by law, Vendor will not provide notice of the incident directly to individuals whose Personally Identifiable Information was involved, regulatory agencies, or other entities, without prior written permission from the Customer.
- B. Liability. Vendor will reimburse the Customer, up to, but not exceeding the amount Customer paid Vendor under the applicable Order Form during the prior twelve months, in the aggregate, for all reasonable costs (including reasonable legal fees) incurred by the Customer in investigation and remediation of any Security Breaches caused by Vendor or its subcontractors, including but not limited to providing notification to individuals whose Personally Identifiable Information was compromised and to regulatory agencies or other entities as required by law or contract.

### 7. Response to Legal Orders, Demands or Requests for Data.

- A. Except as otherwise prohibited by law, Vendor will:
  - i. Promptly notify the Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Vendor seeking Customer Data;
  - ii. Consult with the Customer regarding its response;
  - iii. Cooperate with the Customer's reasonable requests (at Customer's expense) in connection with efforts by the Customer to intervene and quash or modify the legal order, demand or request; and
  - iv. Upon the Customer request, provide the Customer with a copy of its response.
- B. If the Customer receives a subpoena, warrant, or other legal order or demand ("requests") seeking Customer Data maintained by Vendor, the Customer will promptly provide a copy of the request to Vendor. Vendor will promptly supply the Customer with copies of the applicable Customer Data required for the Customer to respond, and will cooperate with the Customer's reasonable requests (at Customer's expense) in connection with its response.

### 8. Data Transfer Upon Termination or Expiration.

- A. Upon termination or expiration of this Addendum, Vendor will ensure that all Customer Data is promptly returned, destroyed or made de-identifiable.

### 9. Audits.

- A. The Customer reserves the right in its sole discretion to perform audits of Vendor's Customer related books and records at the Customer's expense to ensure compliance with the terms of this Addendum. The Vendor shall reasonably cooperate in the performance of such audits. This provision applies to all agreements under which the Vendor must create, obtain, transmit, use, maintain, process, or dispose of Customer Data. The audit may occur anytime following fifteen (15) after Vendor receives Customer's request to perform such audit and Customer shall not exercise its audit right under this Section 9A more than once during any calendar year and shall ensure that the audit results are not made public.



## DATA PROTECTION ADDENDUM

10. **Institutional Branding.** Each party shall have the right to use the other party's Brand Features only in connection with performing the functions provided in this Addendum. Any use of a party's Brand Features will inure to the benefit of the party holding intellectual property rights in and to those features.

11. **Compliance.**

- A. Vendor will comply with all applicable laws in performing Services under this Addendum. Any Vendor personnel visiting the Customer's facilities will comply with all applicable Customer policies regarding access to, use of, and conduct within such facilities that Customer has provided Vendor in advance. The Customer will provide copies of such policies to Vendor upon request.
- B. Vendor warrants that it will be responsible for the compliance of the terms of this Addendum by any subcontractors used by Vendor to fulfill its obligations under this Addendum.
- C. Vendor warrants that the Services it provides to Customer under the applicable Order Form is compliant with the relevant requirements of all laws, regulation, and guidance applicable to the Services, including but not limited to: the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA) and Protection of Pupil Rights Amendment (PPRA), although Vendor does not make any such warrants with respect to any non-compliance caused in whole or in part by Customer or its employees, agents or End Users.

12. **Conflict Other Agreements Between the Parties.** If there is any conflict between the terms of this Data Protection Addendum and the terms of any other agreements between the parties, the terms of this Data Protection Addendum shall control such conflicts.

13. **No End User Agreements.** In the event that the Vendor requires that terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, be signed or acknowledged by Customer employees or other End Users, such agreements (other than the Order Form and terms referenced in the Order Form which shall continue to apply) shall be null, void and without effect, and the terms of this Addendum shall apply.

14. **Terms and Terminations.**

- A. **Term.** This Addendum will become effective on the Effective Date and it will continue in effect until Vendor satisfies all of its obligations under all of the outstanding Order Forms, unless terminated as provided in this section.
- B. **Termination by the Customer.** The Customer may immediately terminate the Addendum upon written notice to Vendor if the Customer makes the determination that the Vendor has breached a material term of this Addendum and failed to cure such breach within ten days of Vendor's receipt of the written breach notice from Customer.
- C. **Automatic Termination.** This Addendum will automatically terminate without any further action of the Parties upon the termination or expiration of the Order Forms between the Parties.

15. **Survival.** The Vendor's obligations under Section 8A shall survive termination of this Addendum until all Customer Data has been returned, de-identified or Securely Destroyed.

16. **Notices.** Any notices to be given will be made via certified mail or express courier to the address given below.

## DATA PROTECTION ADDENDUM

If to the Vendor:

Edmentum, Inc.  
Eric Doan, CFO  
5600 W 83<sup>rd</sup> Street, Suite 300 8200 Tower  
Bloomington, Minnesota 55437-1065

If to the Customer:

Jefferson County Public Schools  
Kevin C. Brown, General Counsel  
3332 Newburg Road  
Louisville, KY 40232-4020

**17. Advertisement.** Any and all forms of advertisement, directed towards children, parents, guardians or Customer employees, as a result of this Addendum, shall be strictly prohibited without the prior consent of the Customer.

**18. Governing Law.** This Addendum shall be governed and construed in accordance with the laws of the State where the Customer is located, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Addendum shall be brought solely in a state or federal court located in the state where the Customer is located.

SO AGREED:

JEFFERSON COUNTY PUBLIC SCHOOLS

BY: \_\_\_\_\_



Title: \_\_\_\_\_

Superintendent

Date: \_\_\_\_\_

1/24/19

EDMENTUM, INC.

BY: \_\_\_\_\_



Title: \_\_\_\_\_

Chief Financial Officer

Date: \_\_\_\_\_

01/23/2019

### Exhibit D

Please describe the methods Contractor will use to irrevocably destroy, wipe or sanitize all personal or confidential data at the completion of the project. This includes all formats and media including but not limited to paper, electronic, magnetic as well as any internal hard drive of a printer or copier prior to its disposal, relocation or being sent to surplus. Please specify the planned date of destruction for each format and media that is applicable. If you have a policy that describes the methods you will use to destroy all confidential data, it can be attached as Exhibit D. Contractor's Certificate of Destruction (Exhibit E) is required for certification that all forms of personal or confidential data have been irrevocably destroyed, wiped • or sanitized.

Not Applicable

In alphabetical order by last name, provide information for those persons designated as data custodians. This should include anyone with access to confidential data. A designated primary and secondary data custodian are required and a minimum of four is requested. A signed Confidentiality Agreement or Data Provider's Nondisclosure Statement labeled Exhibit B is required for each data custodian.

(Prior to designating additional data custodians who are not listed on Exhibit D at the time the DATA SHARING AGREEMENT is executed, Contractor must submit a written request and DATA SHARING AGREEMENT amendment will be required.

#### Primary Data Custodian

Last Name, First Name: _____	Last Name, First Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Employer: _____	Employer: _____

#### Secondary Data Custodian

Last Name, First Name: _____	Last Name, First Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Employer: _____	Employer: _____

#### All Other Data Custodians

Last Name, First Name: _____	Last Name, First Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Employer: _____	Employer: _____

Last Name, First Name: _____	Last Name, First Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Employer: _____	Employer: _____

Last Name, First Name: _____	Last Name, First Name: _____
Phone: _____	Phone: _____
Email: _____	Email: _____
Employer: _____	Employer: _____



**Exhibit E**  
**CONTRACTOR'S CERTIFICATE OF DATA DESTRUCTION**

The Contractor shall irreversibly destroy all copies of all confidential and otherwise personally identifiable data regardless of format (e.g. paper, electronic) within forty-five (45) days after it is no longer needed to perform the studies described in this agreement, upon DATA PROVIDER's request or upon termination of this agreement, whichever occurs first unless agreed otherwise in writing. Using this form, the Contractor shall provide written verification of the data destruction to the DATA PROVIDER within forty-five (45) days after the data is destroyed. Scan the signed Certificate of Data Destruction and return it to

If the Contractor uses a contractor for data destruction services, a certificate of destruction from the contractor is also required. Please submit the contractor's certificate of destruction with this signed Certificate of Data Destruction.

In accord with the provisions of the DATA SHARING AGREEMENT between the Data Provider and the ("Contractor" or "Contractor"), the confidential and otherwise personally identifiable data were destroyed as required in Section N according to the methods described in Exhibit D of the DATA SHARING AGREEMENT.

Date submitted:

Scheduled date of destruction (per DATA SHARING AGREEMENT):

Actual destruction date:

Media type	Method of Destruction	Comments

I hereby certify that all confidential and otherwise personally identifiable data described above have been destroyed in the manner indicated.

**Contractor's Authorized Agent Signature / Date**

**Agent's Name:**

**Agent's Title:**

