Data Sharing/Use Agreement

Between

Jefferson County Board of Education

And

In Class Today, 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 ("JCPS"), and In Class Today, a corporation organized under the laws of Delaware ("Services Provider") describes the services to be provided to JCPS by Services Provider, and the means to be used by Services Provider to ensure the confidentiality and security of information and data exchanged between JCPS and Services Provider in connection with the provision of the services.

A.   PERIOD OF THE AGREEMENT

This Agreement shall be effective as of **November 13, 2019** and will terminate **June 30, 2020** unless terminated earlier by either party pursuant to Section H.

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

1. Services Provider will provide the following services to JCPS under the terms of a services contract between JCPS and Services Provider effective November 13, 2019:

   Services Provider will help JCPS increase student instructional time by developing and sending absence reports ("Absence Reports") that use behavioral science to provide parents and guardians with actionable information about their child's attendance. Services Provider will use data from JCPS to deliver the Absence Reports Program, analyzing the data using algorithms that maximize program efficacy to determine which students' families receive Absence Reports, determining appropriate content for each student based on their grade, attendance record, language, and other factors, and generating, printing and mailing the Absence Reports. Specific students may be excluded by JCPS, and Services Provider will exclude students whose parents or guardians have elected to opt-out of receiving Absence Reports, as well as those with undeliverable addresses or who don't meet other eligibility criteria.

   Services Provider will generate and send up to 150,000 Absence Reports over 6 mailing dates to be mutually agreed upon by JCPS and Services Provider to students who have missed 5% or more days of school.

The Absence Reports Program leverages best practices from research conducted by Services Provider and others in the field, and Services Provider's goal is to provide services that improve over time. As a result, Services Provider may from time to time suggest new approaches and make changes to the Absence Reports Program likely to further program objectives. Additionally, Services Provider will provide the following Professional Services: Parent Support Team to handle questions from report recipients and direct callers to relevant district resources; Program Manager to provide periodic updates, answer questions, lead information webinar trainings for school and district staff, and provide detailed program results reporting annually; Periodic program monitoring reports after each mailing round, including information about students receiving Absence Reports and parent/guardian calls to the Parent Support Team, and students who may have out of date addresses; mid-year and end-of-year program impact analysis projecting the days of absences reduced, as well as detailing the number of students receiving reports by local district, school, grade level, and student subgroup (if necessary data is provided); membership in the Services Provider learning community which provides periodic professional development opportunities to district and school site staff.

2. JCPS and Services Provider agree that Services Provider is an organization to which JCPS can disclose, upon written request, personally identifiable information from an education record of a student, as defined in 34 CFR 99.3, under the "school official exception" of the Family Educational Rights and Privacy Act, 20 U.S.C. 1232(g) and 34 C.F.R. 99.31 (a)(1) ("FERPA"), because the disclosure is to a contractor to whom JCPS has outsourced institutional services or functions for which JCPS would otherwise use employees; the contractor is under the direct control of JCPS with respect to the use and maintenance of education records; and the contractor is subject to the requirements of 34 CFR 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

3. JCPS shall disclose to Services Provider, 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 "school official exception" of FERPA, 34 C.F.R. 99.31 (a)(1), when the disclosure is within such exception as stated in Paragraph B.2 above and Services Provider has a legitimate educational interest for access to such education records. The confidential data including student and non-student information to be disclosed is described in a document attached to this agreement as **Attachment A.** Services Provider shall use personally identifiable information from education records and other records in order to perform the services described in Paragraph B.1 above. Services Provider shall notify JCPS and JCPS shall provide written consent, if approved, of any changes to the list of disclosed data necessary for the services or any changes to the scope, purpose or duration of the services themselves. Any agreed upon changes to the data disclosed shall be reduced to writing and included in an update to Attachment A to this Agreement. Any agreed upon changes to the scope, purpose or duration of the services shall be reduced to writing and

included in an amendment to the services contract described in Paragraph B.1 above.

4. Services Provider and JCPS shall work cooperatively to determine the proper medium and method for the transfer of confidential data between each other. Services Provider shall confirm the transfer of confidential data and notify JCPS 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 Services Provider to JCPS.

C. CONSTRAINTS ON USE OF DATA

1. Services Provider agrees that the services shall be provided in a manner that does not permit personal identification of parents and students by individuals other than representatives of Services Provider that have legitimate interests in the information.

2. Services Provider will not contact the individuals included in the data sets without obtaining advance written authorization from JCPS.

3. Services Provider 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 JCPS.

4. Services Provider shall use the data only for the purpose described in Paragraph B.1 above. The data shall not be used for personal gain or profit.

D. DATA CONFIDENTIALITY AND DATA SECURITY

Services Provider agrees to the following confidentiality and data security statements:

1. Services Provider acknowledges that the data is confidential data and proprietary to JCPS, and agrees to protect the data from unauthorized disclosures and to comply with all applicable JCPS, Local, State and Federal confidentiality laws and regulations including but not limited to FERPA; 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.; and the Kentucky Open Records Act, KRS 61.820 et seq.

2. If the performance of this Agreement involves the transfer by JCPS to Services Provider of any data regarding any JCPS student that is subject to FERPA, Services Provider agrees to:

    a. In all respects comply with the provisions of FERPA.

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b. Use any such data for no purpose other than to fulfill the purposes of the services contract described in Paragraph B.1 above, and not share any such data with any person or entity other than Services Provider and its employees, contractors and agents, without the prior written approval of JCPS.

c. Require all employees, contractors and agents of Services Provider 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 expect as necessary to fulfill the purposes of the services contract described in Paragraph B.1 above.

e. Provide the services under the services contract described in Paragraph B.1 above in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agent of Services Provider having a legitimate interest in knowing such personal identification.

f. Destroy or return to JCPS any such data obtained under this Agreement within thirty days (30) after the date within it is no longer needed by Services Provider for the purposes of the services contract described in Paragraph B.1 above.

3. Services Provider 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 Services Provider 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 Services Provider shall use all reasonable efforts to provide JCPS with prior notice before disclosure so that JCPS may seek a protective order or other appropriate remedy to prevent the disclosure or to ensure JCPS's compliance with the confidentiality requirements of federal or state law; provided, however, that Services Provider 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, Services Provider will only disclose that portion of confidential and otherwise personally identifiable data that Services Provider is legally required to disclose.

4. Services Provider shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the data.

5. Services Provider shall not use data shared under this Agreement for any purpose other than the services contract described in Paragraph B.1 above. Nothing in this Agreement shall be construed to authorize Services Provider to

have access to additional data from JCPS that is not included in the scope of this Agreement (or addenda). Services Provider understands that this Agreement does not convey ownership of the data to Services Provider.

6. Services Provider shall take reasonable security precautions and protections to ensure that persons not authorized to view the data do not gain access to the data. 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 nondisclosure statement, attached as **Attachment B**, and maintain copies of signed 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 Services Provider 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"), Services Provider 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. Services Provider shall not re-disclose, without the written consent of JCPS, 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. Services Provider agrees to cooperate with JCPS in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

e. Services Provider agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

8. If Services Provider 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"), Services Provider agrees that:

a. Services Provider 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. Services Provider 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."

b. With a written agreement for educational research, Services Provider may assist an educational institution to conduct educational research as permitted by FERPA.

c. Pursuant to KRS 365.734, Services Provider 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.

d. Pursuant to KRS 365.734, Services Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.

e. Pursuant to KRS 365.734, Services Provider shall certify in writing to the agency that it will comply with KRS 365.734(2).

9. Services Provider shall report all known or suspected breaches of the data, in any format, to <u>Dr. Dena Dossett, Chief, Data Management, Planning and Program Evaluation Division.</u> 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.

10. Services Provider shall securely and permanently destroy the data, and any and all hard and soft (electronic) copies thereof, upon the termination of this Agreement. Services Provider agrees to require all employees, contactors, or agents of any kind using JCPS data to comply with this provision. Services Provider agrees to document the methods used to destroy the data, and upon request, provide certification to JCPS that the data has been destroyed.

11. For purposes of this agreement and ensuring Services Provider's compliance with the terms of this Agreement and all application of the state and Federal laws, Services Provider designates Emily Bailard (or an alternative designee specified in writing) as the temporary custodian ("Temporary Custodian") of the data that JCPS shares with Services Provider. JCPS 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. JCPS or its agents may, upon request, review the records Services Provider is required to keep under this Agreement.

12. Services Provider 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 JCPS 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 JCPS 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 Services Provider.

No payments will be made under this Agreement by either party. Any payments to Services Provider will be made under services contract described in Paragraph B.1 above.

F. OBLIGATIONS OF JCPS

During the term of this Agreement, JCPS shall:

1. Prepare and deliver student demographic and academic data as defined in **Attachment 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 JCPS. No personally identifiable information will be provided to Services Provider.

2. After the initial data is provided for the requested student population, JCPS will not provide supplementary data for additional students.

3. Provide Data Stewardship training for data custodian.

G. LIABILITY

Services Provider agrees to be responsible for and assumes all liability for any claims, costs, damages or expenses (including reasonable attorneys' fees) that may arise from or relate to Services Provider's intentional or negligent release of personally identifiable student, parent or staff data ("Claims"). Services Provider agrees to hold harmless JCPS and pay any costs incurred by JCPS in connection with any Claim. 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, Services Provider shall return or destroy all confidential information when it is no longer needed for the study. Such return or destruction shall occur within seven (7) days after it is no longer needed for the study.

3. Destruction of the confidential information shall be accomplished by utilizing an approved method 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.

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 term of the services contract described in Paragraph B.1 above, ownership and copyright of such will be governed by the terms of the services contract.

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

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

L.   BREACH OF DATA CONFIDENTIALITY

Services Provider acknowledges that the breach of this agreement or its part may result in irreparable and continuing damage to JCPS for which money damages may not provide adequate relief. In the event of a breach or threatened breach of this agreement by Services Provider, JCPS, in addition to any other rights and remedies available to JCPS 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 Services Provider has violated paragraph 34 C.F.R. 99.31(a)(6)(iii)(B), JCPS may not allow Services Provider

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

JCPS is not an employee, agent, partner or co-venturer of or with Services Provider. Neither Services Provider nor JCPS 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, 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. Services Provider shall not assign this Agreement or any portion thereof to a subcontractor or other third party without the prior written consent of JCPS, and any attempted assignment without such prior written consent in violation of this Section R shall automatically terminate this Agreement.

AGREED:

In Class Today, Inc.

303 Twin Dolphin Dr., Suite 600

Redwood City, CA, 94065

BY: _____

Name: _Emily Bailard____

Title: _CEO_____

Date: __9/5/19_____

AGREED:

Jefferson County Board of Education
3332 Newburg Road
Louisville KY 40218

BY: _____

Name: _____

Title: _____

Date: _____

Data Specifications

These sections refer to the five files InClassToday uses for the Absence Reports Program:

A. **Student Roster file**; one row per student (required)
B. **Daily Attendance file**; one row per student per absence (required)
C. **Multiple Contacts file**; one row per contact (required if more than one parent/guardian per student needs to be notified)
D. **Period Attendance file**; one row per period (required if period-level absences are not summarized in the daily attendance file)
E. **Exclusion List file**; one row per student (optional - only if districts want to exclude students on a student-by-student basis and can't add a flag to their SIS)

Information on transferring standards can be found in the *Transfer Standards* document.
Information on Exclusions can be found in the *Exclusion Process* document.

A. Student Roster (required)

One row per student.

Field	Required or Optional	Format	Example Value	Additional Details
school_id	Required	String	"10000"	A unique identifier for the school. Used to identify the school associated with each row.
school_name	Required	String	"Any Middle School"	The long name of the school the student attends. Should match the school_name in the daily attendance file. Used to generate Absence Reports and in reporting.

school_name_short	Optional	String	"A Town El (7027)"	The short name and mailing code of the school the student attends. Used if your district requires bounce-back mail by school code.
district_name	Required	String	"Anytown Unified School District"	The name of the district the student attends. Used as a quality assurance check.
student_id	Required	String	"923479"	A unique identifier for each student.
first_name	Required	String	"Casey"	The student's first name.
last_name	Required	String	"Lee"	The student's last name.
grade_level	Required	String	"10"	The student's grade level. We will take this however it is recorded.
total_days_enrolled	Required, if available	Integer	"72"	The number of days the student would be in school if the student had perfect attendance. If this is not available or seems incorrect, this value can be derived by ICT from the enrollment date and the attendance file
total_days_absent	Required, if available	Integer	"5"	Number of days the student was absent from school to date If this is not available or seems incorrect, this value can be derived by ICT from the enrollment date and the attendance file
is_active	Required, if available	Boolean (True/False or Yes/No)	"true"	Indicating if a student is actively enrolled. In other words, If Emily's attendance is anticipated for the given year, "is_active" would equal "true". If Emily is no longer enrolled "is_active" would equal "false".

				If this is not available or seems incorrect, this value can be derived by ICT from enrollment and exit dates.
enrollment_date	Required	Date (MM/DD/YYYY)	"08/12/2015"	The date when the student was enrolled in school in their current grade.
exit_date	Required	Date (MM/DD/YYYY)	"12/10/2015"	The date when the student was unenrolled from school. Is either blank is the last in-session day for the current school year if the student is currently enrolled. Needed to make sure we are only sending to enrolled students.
gender	Required	String	"Male"	Student's gender (we can accept this information in whatever format you record it in your SIS). For privacy reasons, this should be the gender the parent expects to see for their child. This is used to customize the language of reports.
home_lang	Required	String	"Eng"	The language that is spoken at home. We can take this information however you record it. Used to identify the Absence Report language.
mailing_address	Required	String	"123 Street"	The street address where transcripts are sent. Sometimes this field also contains the city, state, and zip. If not, those should go into either the three columns below or into city_state_zip if stored as one variable.
mailing_city	Required if available	String	"Any City"	The city for the mailing address, if separate from the address above

mailing_state	Required if available	string	"CA"	The state for the mailing address, if separate from the address above
mailing_zip	Required if available	integer	"12345"	The ZIP code for the mailing address, if separate from the address above
city_state_zip	Required if available	string	"Any City, US 12345	The city, state, and zip if all stored together as one variable.
withdrawal_reason	Required for deceased	String	"W8 - Deceased"	The reason why a student has withdrawn from the district. For students who pass away after the standard exclusion date, we will make every effort to intercept that student's letter in the production process before it is mailed. We can do this no later than 1 week before the mail date.
home_hospital	Recommended if available	String	"HH"	Students with special health problems, temporary illnesses, or injuries that prevent their attendance in school. This can be used as a method of excluding students who should not receive an Attendance Report.
ses_status	Recommended if available	String	"Reduced"	Socioeconomic status indicator. Used in reporting.
frpl_status	Recommended if available	String	"Reduced"	Student's lunch status (e.g. free, reduced, paid). Used in reporting.

ell_status	Recommended if available	String	"ESL"	English Language Learning Status - we can take this information however you record it. Used in reporting.
race1	Recommended if available	String	"White"	We provide multiple slots for Race in case you list Multiracial in multiple columns. For students who identify as one race, only fill in this column. We can take this information however you record it. Used in reporting.
race2	Optional	String		We provide multiple slots for Race in case you list Multiracial in multiple columns.
race3	Optional	String		We provide multiple slots for Race in case you list Multiracial in multiple columns.
race4	Optional	String		We provide multiple slots for Race in case you list Multiracial in multiple columns.
ethnicity	Recommended if available	String	"Hispanic"	A separate field for ethnicity. Used in reporting.
special_ed_status	Recommended if available	String	"IEP"	Special Education Status (we can accept this information in whatever format you record it in your SIS). Used in reporting.
disability	Recommended if available	String	"sld"	Student's primary disability. This can be used in reporting as disabilities have a varying degree of impact on attendance.

homeless_status	Recommended if available	String	"D:Doubled Up"	Indicates if a student is homeless and, if so, nighttime residence classification. Used in reporting.
foster_status	Recommended if available	Boolean (True/False or Yes/No)	"y"	Indicates if a student is in foster care. Used in reporting.
principal_name	Recommended if available	String	"Curry, Stephan"	This name of the principal at the student's school. This is used to develop resource modules for enhanced reports. This is required if the principal, in lieu of the superintendent, is the signer.
viceprincipal_name	Recommended if available	String	"Durant, Kevin"	Student's assigned Vice Principal. Used to develop a resource module for enhanced reports.
counselor_name	Recommended if available	String	"Cousins, DeMarcus"	Student's assigned Counselor. Used to develop a resource module for enhanced reports.
teacher_name	Optional; Required if sending home backpack letters	String	"Kendall Sanchez"	Student's primary or homeroom teacher. Used to facilitate sending Absence Reports to students with undeliverable addresses and to develop modules for enhanced reports. Can also be used for reporting.
transportation_am	Optional	String	"01: Regular"	Mode of transportation student typically uses to arrive at school each morning. Used in reporting.
transportation_pm	Optional	String	"01: Regular"	Mode of transportation student typically uses to leave school each afternoon. Used in reporting.

Field		Format	Example Value	Additional Details
migrant_status	Optional	Boolean (True/False or Yes/No)	"yes"	Indicates whether or not the student is a migrant. Used in reporting.
military_status	Optional	String	"active_duty"	Indicates the enlistment status of a student's parent/guardian. Used in reporting.
birthdate	Optional; Required if sending truancy notifications	String	"10/23/2009"	Student's date of birth. Used to identify which students are required to attend school and thereby eligible to receive truancy notifications.
exclude_variable1	Optional	String	"yes"	Any additional variable the district wants to use to exclude students from receiving reports.
exclude_variable2	Optional	String	"yes"	Any additional variable the district wants to use to exclude students from receiving reports.
exclude_variable3	Optional	String	"yes"	Any additional variable the district wants to use to exclude students from receiving reports.

B. Daily Attendance (required)

One row per student per absence.

Field	Required or Optional	Format	Example Value	Additional Details

school_id	Required	String	"10000"	A unique identifier for the school. Used to identify the school associated with the attendance event in each row.
school_name	Required	String	"Any Middle School"	The name of the school the student attends. Should match the `school_name` field in the Student Roster file.
district_name	Required	String	"Anytown Unified School District"	The name of the district the student attends. Used as a quality assurance check.
student_id	Required	String	"923479"	A unique identifier for each student. This should match the `student_id` field in the Student Roster file.
attendance_date	Required	Date (MM/DD/YYYY)	10/05/2018	The date of the attendance record in the form MM/DD/YYYY
attendance_code	Required	String	"UT"	The specific code you use to identify different attendance event types. (E.g. excused absence, unexcused absence, parent excused, etc.). This data will be in whatever format the district records it. This includes: • An attendance code • The number of hours a student was absent for the day • Half day attendance (values like 0, 0.5, 1)
attendance_code_desc	Required, if available	String	"Unexcused - Tardy"	The description or long-name of the attendance code.

C. Multiple Contacts (optional)

One row per contact per student. Used if the district needs to notify more than one parent/guardian for any students.

Field	Required or Optional	Format	Example Value	Additional Details
school_id	Required	String	"10000"	A unique identifier for the school. Used to identify the school associated with each row.
school_name	Required	String	"Any Middle School"	The name of the school the student attends. Should match the school_name in the daily attendance file. Used to generate Absence Reports and in reporting.
district_name	Required	String	"Anytown Unified School District"	The name of the district the student attends. Used as a quality assurance check.
student_id	Required	String	"923479"	A unique identifier for each student. This should match the `student_id` field in the Student Roster file.
contact_id	Required	String	"4815162342"	A unique identifier for each contact.
contact_name	Required	String	"Thompson, Klay"	Name of contact.
is_parent_guardian	Required	Boolean (True/False or Yes/No)	"Yes"	Indicates whether or not the contact is a parent or guardian. Only parents and guardians may be sent absence letters.
mailing_address	Required	String	"123 Street"	The street address where transcripts are sent. Sometimes this field also contains the city, state, and zip. If not, those should go into either the three columns below or into city_state_zip if stored as one variable.

mailing_city	Required if available	String	"Any City"	The city for the mailing address, if separate from the address above
mailing_state	Required if available	string	"CA"	The state for the mailing address, if separate from the address above
mailing_zip	Required if available	integer	"12345"	The ZIP code for the mailing address, if separate from the address above
city_state_zip	Required if available	string	"Any City, US 12345	The city, state, and zip if all stored together as one variable.
home_phone	Optional	String	"456-789-1230"	Home phone of contact.
cell_phone	Optional	String	"789-01234-456"	Cell phone of contact.
txtmsg	Optional	Boolean (True/False or Yes/No)	"yes"	Indicates whether a cell phone receives text messages.
email	Optional	String	"DGreen@yahoo. com"	Email of contact.

D. Period Attendance (optional)

One row per student per attendance event.

Field	Required or Optional	Format	Example Value	Additional Details
school_id	Required	String	"10000"	A unique identifier for the school. Used to identify the school associated with each row.

school_name	Required	String	"Any Middle School"	The name of the school the student attends. Used to generate Absence Reports and in reporting.
district_name	Required	String	"Anytown Unified School District"	The name of the district the student attends. Used as a quality assurance check.
student_id	Required	String	"923479"	A unique identifier for each student. This should match the ID on a single row in the Roster file.
attendance_date	Required	Date (MM/DD/YYYY)	10/05/2018	The date of the attendance record in the form MM/DD/YYYY
period_name	Required	String	"1"	The period name or number associated with each row of data.
attendance_code	Required	String	"UT"	The specific code you use to identify different attendance event types. (E.g. excused absence, unexcused absence, parent excused, etc.). This data will be in whatever format the district records it.
attendance_code_desc	Required, if available	String	"Unexcused - Tardy"	The description or long-name of the attendance code.

E. Exclusion List (optional)

One row per student

Field	Required or Optional	Format	Example Value	Additional Details
student_id	Required	String	"923479"	A unique identifier for each student. This should match the ID on a single row in the Roster file.

first_name	Required	String	"Casey"	The student's first name.
last_name	Required	String	"Lee"	The student's last name.
grade_level	Required	String	"10"	The student's grade level. We will take this however it is recorded.
school_name	Required	String	"Any Middle School"	The name of the school the student attends. Used to generate Absence Reports and in reporting.
district_name	Required	String	"Anytown Unified School District"	The name of the district the student attends. Used as a quality assurance check.

Attachment B

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

I understand that the performance of my duties as an employee or contractor of In Class Today, Inc. ("Services Provider") involve a need to access and review confidential information (information designated as confidential by the Board of Education of any In Class Today, Inc. client, including but not limited to the Jefferson County Board of Education), and that I am required to maintain the confidentiality of this information and prevent any redisclosure prohibited under applicable federal and state law. By signing this statement, I agree to the following:

•	I will not permit access to confidential information to persons not authorized by Services Provider.

•	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 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.

•	I understand that procedures must be in place for monitoring and protecting confidential information.

•	I understand that the Family Educational Rights and Privacy Act ("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 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:

f)   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;

g)   A Social Security number;

h)   A taxpayer identification number that incorporates a Social Security number;

i)   A driver's license number, state identification card number, or other individual identification number issued by any agency;

j)   A passport number or other identification number issued by the United States government; or

k)   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).

Employee signature: Date:

_____   _10/23/2019_

In Class Today, Inc.
303 Twin Dolphin Drive, Suite 600
Redwood City, CA 94065

IN CLASS TODAY, INC. SERVICES AGREEMENT
COVER PAGE

This agreement ("Agreement") is entered into on this 13th day of November, 2019, (the "Effective Date") between In Class Today, Inc., ("InClassToday"), and the Customer identified below ("District"). This Agreement includes and incorporates the below Order Form, as well as the accompanying In Class Today Terms and Conditions and Exhibits and Attachments and contains, among other things, warranty disclaimers, liability limitations and use limitations. There will be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof. Each party's acceptance of this Agreement was and is expressly conditional upon the other's acceptance of the terms contained in this Agreement to the exclusion of all other terms.

District Information	
District Name:	**Principal Contact:**
Address:	Title:
	Phone:
	Email:
Billing Contact:	**Data Contact:**
Phone:	Phone:
Email:	Email:

InClassToday Contacts	
Program Manager: Kidus Mezgebu	**Sales & Contracts: Joe Sassone**
Phone: 617-442-8219	Phone: 520-247-7111
Email: kidus@inclasstoday.com	Email: joe@inclasstoday.com
Billing Contact: Ruth Mohanram	Secondary Email: contracts@inclasstoday.com
Email: ar@inclasstoday.com	

ORDER FORM

GDSVF&H\4030646.3

Services:

As described below, InClassToday and District will work together to implement a program designed to reduce student absenteeism ("Absence Reduction Program").

InClassToday will send absence reports ("Absence Reports") that use behavioral science to provide parents and guardians with actionable information about their child's attendance. InClassToday will use data from the District to deliver the Absence Reports Program, analyzing the data to determine which students receive Absence Reports, determining appropriate content for each student based on their grade, attendance record, language, and other factors, and generating, printing and mailing the Absence Reports. If there are more eligible students than the number of planned Absence Reports, then InClassToday may apply student selection criteria to select the students most likely to benefit from receiving the intervention, considering factors such as absences to date. Specific students may be excluded by the District, and InClassToday will exclude students whose parents or guardians have elected to opt-out of receiving Absence Reports, as well as those with undeliverable addresses or who don't meet other eligibility criteria.

The Absence Reports Program leverages best practices from research conducted by InClassToday and others in the field, and InClassToday's goal is to provide services that improve over time. As a result, InClassToday may from time to time suggest new approaches and make changes to the Absence Reports Program likely to further program objectives.

InClassToday will provide the following Professional Services:
- Parent Support Team to handle questions from report recipients and direct callers to relevant district resources
- Program Manager to provide periodic updates, answer questions, and lead information webinar trainings for school and district staff
- Program monitoring including information about students receiving Absence Reports and parent/guardian calls to the Parent Support Team, and students who may have out of date addresses
- End of year program impact analysis projecting the days of attendance generated, as well as detailing the number of students receiving reports by school, grade level, and student subgroup (if necessary data is provided)

Program:

InClassToday will deliver up to 150,000 Absence Reports in English and Spanish according to the table below. The student eligibility criteria and calendar of mailings will be mutually agreed upon by InClassToday and District.

Estimated Absence Reports per Round*	# Rounds	Estimated Total # Reports (Maximum)*
25,000	6	150,000

*Estimated # Absence Reports; exact number will depend on actual data and student attendance

Fees:
Setup Fee: $5000
License Fee: $123,500
Reports Fees: $300,000
Professional Services Fee: $0

Total Discounts: -$136,750

Total: $291,750

Payment Schedule:	**Term:** The term of this Agreement commences on
Upon invoice after contract signature: $128,500 (license and setup fee)	the Effective Date and expires June 30, 2020, subject
Feb 1, 2019: $81,625 (report fees for Rounds 1-3)	to early termination as provided herein (the "Term").
May 1, 2020: $81,625 (report fees for Rounds 4-6)	

In Class Today Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY IN CLASS TODAY, INC. ("INCLASSTODAY"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH INCLASSTODAY WHICH REFERENCE THESE TERMS (EACH, AN "ORDER FORM"), YOU ("DISTRICT") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA INCLASSTODAY'S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY INCLASSTODAY SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. **SERVICES.** Upon mutual execution, each Order Form shall be incorporated into and form a part of the Agreement. Subject to the terms and conditions of this Agreement (including any limitation and restrictions set forth on the applicable Order Form), InClassToday will provide District with the services specified in each Order Form (collectively, the "Services") during the applicable Order Form Term (as defined below). The Services are subject to modification from time to time (at InClassToday's sole discretion, for any purpose deemed appropriate by InClassToday). InClassToday will use reasonable efforts to give District prior written notice of any such modification. District will cooperate with InClassToday in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as InClassToday may reasonably request.

2. **LIMITED RIGHTS TO USE STUDENT RECORDS.** District will provide the Student Records (as defined below) to InClassToday solely for InClassToday to provide the Services and otherwise exercise and fulfill its rights and obligations hereunder, and hereby grants to InClassToday the non-exclusive, royalty-free, worldwide, transferable license and right to (i) internally use, copy, modify, create derivative works of, and disclose the Student Records to InClassToday Persons (as defined below) and/or other persons authorized in writing by District solely to provide the Service for the benefit of District, and (ii) freely use, copy, modify, create derivative works of, disclose and otherwise exploit De-Identified Data (as defined below) for any business purposes during and after the Term (including without limitation, for purposes of improving, testing, operating, promoting and marketing products and services).

InClassToday warrants that it will comply with the requirements of FERPA with respect to the use and disclosure of student records.

"Student Records" means the confidential and proprietary student-related information which District discloses to InClassToday, including as set forth in Attachment A (Data Transfer Standards), and excludes De-Identified Data. "De-Identified Data" means data submitted to, collected by, or generated by InClassToday in connection with District's use (and InClassToday's provision) of the Services but only in anonymized form

which does not (and cannot be used to) specifically identify District, any of District's students or any other individual. District shall retain ownership of any rights it may have to the Student Records. "InClassToday Person" is (i) a director, employee, contractor, agent or affiliate of InClassToday, (ii) who needs to access the Student Records in connection with InClassToday's provision of the Service, and (iii) is subject to confidentiality obligations that are no less protective of the Student Records than the terms of Section 7 of this Agreement. InClassToday reserves the right to utilize independent contractors (e.g., third-party mailing vendors, third-party data integration vendors) to provide the Service. Prior to providing Student Records to such contractors, InClassToday will enter into a separate agreement restricting the use and disclosure of Student Records in accordance with this Agreement.

Except for the rights expressly granted herein, this Agreement does not give InClassToday any rights, implied or otherwise, to the Student Records. **At no time will InClassToday share any Student Records with any non-InClassToday Person without the written permission of District.** InClassToday shall notify District should InClassToday become aware of any unauthorized access to Student Records. Such notification shall reasonably include a description of the corrective actions that will be undertaken by InClassToday. Upon contract termination, Student Records will be destroyed in accordance with Section 9.

3. **DISTRICT RESPONSIBILITIES.** District shall only provide the Student Records to InClassToday in accordance with the Data Transfer Standards set forth in Attachment A. District will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or obtain the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Services or Software; (iii) use the Software or Services in any infringing, defamatory, harmful, fraudulent, illegal, deceptive, threatening, harassing, or obscene way; or (iv) use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws, regulations and rights (including but not limited to those related to, intellectual property, consumer and child protection). District further represents and warrants that neither the Student Records nor the use thereof by InClassToday in accordance with this Agreement will infringe, misappropriate or violate any rights of or agreements with a third party or any laws or regulations. If InClassToday receives any notice or claim that any data provided to InClassToday, or activities hereunder with respect to any such data, may infringe or violate rights of or agreements with a third party or any laws or regulations (a "Claim"), InClassToday may, but is not required to, suspend or terminate the Service. Without limiting the foregoing and to the extent permitted by Kentucky law, District will indemnify InClassToday from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim or any breach of District's obligations in this Section 3, as incurred.

4. **FEES; PAYMENT.** District shall pay InClassToday fees for the Service as set forth in each Order Form ("Fees"). Unless otherwise specified in an Order Form, all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. District shall be responsible for all taxes associated with Service (excluding taxes based on InClassToday's net income). All Fees paid are non-refundable and are not subject to set-off.

5. **WARRANTIES.** Each party represents and warrants that it (i) has the authority to enter into this agreement (ii) will comply with applicable law, including without limitation the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) (FERPA) and other data privacy laws. The parties

shall reasonably cooperate with each other to facilitate compliance with these laws, regulations and standards.

6. **OWNERSHIP.** District shall retain ownership of any rights it may have to the Student Records. As between the parties, InClassToday alone will retain all intellectual property rights relating to the Service, including without limitation (i) any processes designed, used or implemented or works authored by InClassToday, and (ii) the Absence Reports other than information specific to the District. District grants to InClassToday a non-exclusive, royalty-free right and license to (directly or through InClassToday Persons) use and otherwise exploit the District's names, marks, logos and other identifiers ("Logos") during the Term in accordance with District's reasonable trademark usage guidelines for InClassToday to perform the Services hereunder, including without limitation using the Logos with Absence Reports. District may use the InClassToday's Logos, in accordance with InClassToday's relevant usage guidelines to identify and publicize the Services at conferences and education events; and (ii) InClassToday may identify District as its customer and use District's Logos for marketing and sales purposes, provided that such identification shall not state or imply an endorsement by District. Except as expressly permitted by this Section 6, each Party shall have a written right of approval over the use of its Logos by the other party, which will not to be unreasonably withheld.

7. **CONFIDENTIALITY.** InClassToday will (i) use commercially reasonable efforts to protect the security of Student Records at all stages of providing the Service, (ii) use commercially reasonable efforts to limit access to Student Records to authorized recipients as provided in Section 2, and (iii) not at any time during or after the term of this Agreement disclose Student Records to any other person (other than InClassToday Persons) without District's prior written consent (except that notwithstanding anything else the foregoing may be disclosed as required by law, regulation, or valid legal process, in which case InClassToday shall, unless otherwise prohibited by law, notify District prior to such disclosure). Notwithstanding the foregoing, the confidentiality obligations of this Section 7 do not apply to any information that (a) was lawfully in the possession of InClassToday before receipt from District; (b) is or becomes publicly available through no fault of InClassToday; (c) is received by InClassToday, without use or disclosure restriction, from a third party having an apparent bona fide right to disclose the information to InClassToday; or (d) is independently developed by InClassToday without use of the Student Records. District may be identified as the source of the Student Records.

InClassToday shall enter into the District's Data Sharing Agreement prior to initial transfer of student data.

InClassToday shall, to the extent of its liabilities under the laws of the State of Kentucky, defend the District (including but not limited to, its directors, trustees, officers, and employees) ("District Indemnitees") from any and all claims, actions or suits by unaffiliated third parties, and shall indemnify and hold the District Indemnitees harmless up to $1,000,000 from and against all losses, damages, costs, expenses paid or payable to such third party(ies) (including attorney fees), where such claims, actions or suits arise solely and directly from InClassToday's or an InClassToday Person's breach of the Student Record confidentiality requirements contained herein, provided InClassToday is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume control over the defense and all negotiations for a settlement or compromise; InClassToday will not be responsible for any settlement it does not approve in writing. To the extent permitted by Kentucky Law, the foregoing is District's sole remedy with respect to any breach of InClassToday's obligations herein relating to Student Records.

8. **WARRANTY DISCLAIMER.** OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 5, THE SERVICES, SOFTWARE, AND InClassToday'S PROPRIETARY INFORMATION AND ANYTHING PROVIDED BY OR ON BEHALF OF InClassToday IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS-IS," WITHOUT ANY WARRANTIES OF ANY KIND, AND InClassToday (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

9. **TERMINATION.** Subject to earlier termination as provided below, this Agreement is for the Term as specified in the Order From. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings (provided that if such proceedings are involuntary, they are not dismissed within 120 days), (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business without a successor.

All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment, confidentiality obligations, indemnification obligations, intellectual property rights, warranty disclaimers, and limitations of liability. Upon termination or expiration of this Agreement, District may instruct InClassToday in writing to destroy Student Records within sixty (60) days from the date of notification.

10. **LIMITATION OF LIABILITY.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS AS PERMITTED UNDER KENTUCKY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (I) FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING LOST REVENUES OR PROFITS, ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR ANY OTHER CAUSE, OR (II) AMOUNTS, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID OR PAYABLE TO INCLASSTODAY HEREUNDER IN THE TWELVE MONTH PERIOD ENDING ON THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED.

11. **INSURANCE.** InClassToday shall procure and maintain the types and minimum limits of insurance as required by District, covering the performance of the Service. InClassToday shall procure all insurance solely from insurers authorized to do business on an admitted basis in the State of Kentucky, or otherwise acceptable to District and their Office of Risk Management, or the equivalent office thereof.

12. **MISCELLANEOUS.** This Agreement will be governed by, and construed in accordance with, the substantive laws of the State of Kentucky, without giving effect to any choice or conflict of law provision. Any action, suit or other proceeding arising under or relating to this Agreement (a "Suit") shall be brought in a court of competent jurisdiction in the State of Kentucky, and the parties hereby consent to the sole jurisdiction of the state and federal courts sitting in the State of Kentucky. The Parties are independent contractors and neither party shall be deemed to be an agent or employee of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind on behalf of the other party, or to take any action which shall be binding on the other party. Neither party may assign this Agreement without the written consent of the other party; provided that either party may assign all of its

rights and obligations under this Agreement to a successor-in-interest in connection with a sale or transfer of substantially all of such party's assets or business to which this Agreement relates. No modification or waiver of any provision of this Agreement or any Attachment shall be valid unless in writing and executed by duly-authorized representatives of both Parties. A failure by one of the Parties to this Agreement to assert its rights hereunder shall not be deemed a waiver of such rights. No such failure or waiver in writing by any one of the Parties hereto with respect to any rights shall extend to or affect any subsequent breach or impair any right consequent thereon. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected. This Agreement may be executed in two or more counterparts, and by facsimile or electronic transmission, each of which will be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement and its Exhibits and Attachments embody the entire understanding between District and InClassToday, and any prior or contemporaneous representations, either oral or written, are hereby superseded. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to District, to the address set forth on the Order Form, and if to InClassToday, as follows:

> *In Class Today, Inc.*
> *303 Twin Dolphin Drive, Suite 600*
> *Redwood City, CA 94065*
> *Attn: Contracts*
> *Email: contracts@inclasstoday.com*

or addressed to such other address as that party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving party, addressed as set forth above or to such other address as the receiving party may have previously substituted by written notice to the sender.

IN WITNESS WHEREOF, District and InClassToday have executed this Agreement as of the Effective Date.

DISTRICT

Signature: _____

By: _____

Date: _____

IN CLASS TODAY, INC.

Signature: _____

By: Emily Bailard, CEO

Date: October 23, 2019

ATTACHMENT A
DATA TRANSFER STANDARDS

District will provide InClassToday with access to data as specified in the "**InClassToday Data Specification and Transfer Standards**" which contains comprehensive information on data fields and the transfer process.

A summary of key steps are as follows:
- **Data Fields:** District will provide InClassToday with the following data files for all students who are currently enrolled in the district, as well as historical data. A complete list of the fields and transfer protocol can be found in the "InClassToday Data Specifications and Transfer Standards".
    - **Roster File:** One row per student. Sample fields: student ID, first name, last name, enrollment date, un-enrollment date, school, grade, mailing address(es), contact information, demographic information, home language, exclusion flag
    - **Daily Attendance File:** One row per attendance event. Sample fields: student ID, attendance date, attendance code
    - **Period Attendance File (Optional):** One row per attendance event. Sample fields: student ID, attendance date, attendance code
    - **Exclusion File (Optional):** One row per student who school site or district staff would like to exclude from receiving Absence Reports. Sample fields: student ID, first name, last name, school, grade
- **Executing the Data Transfers:** InClassToday will host a secure, FERPA-compliant data transfer protocol through which the District will transfer all required data files. Additional details can be found in "InClassToday Data Specification and Transfer Standards."

Note: These data specifications and transfer standards are subject to change.