



FLOYD COUNTY BOARD OF EDUCATION  
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Sherry Robinson- Chair - District 5  
William Newsome, Jr., Vice-Chair - District 3  
Linda C. Gearheart, Member - District 1  
Dr. Chandra Varia, Member- District 2  
Rhonda Meade, Member - District 4

**Date:** June 22, 2020


**Consent Agenda Item (Action Item):** Approve ONE2ONE Manager Master Agreement.

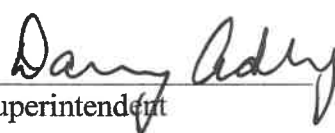
**Applicable State or Regulations:** BOE Policy 01.11 General Powers and Duties of the Board

**Budget/Financial Issues:** \$5,600 paying from KETS

**Recommended Action:** Approve as presented, yearly approval

**Contact Person(s):** S. Denise Isaac, Chief Information Officer

  
Chief Information Officer

  
Superintendent



## ONE2ONE MANAGER MASTER AGREEMENT

This MASTER AGREEMENT ("Agreement") is by and between Learn21, having its principal place of business at 5959 Hagewa Drive, Cincinnati, OH 45242 ("Company"), and \_\_\_\_\_ ("Customer"), as of **July 1, 2020** ("Effective Date").

**Services** Customer agrees to license the One2One Manager software ("Software") from the Company that includes the code, setup, hosting, and SIS integration at no cost.

**Term** The term of this Agreement shall commence on the Effective Date and continue for 12 consecutive months from the Effective Date. This Agreement can be renewed annually upon mutual consent of both parties.

**Ownership** As between Company and Customer, Company owns all right, title and interest in and to use and license such use of the Services. Customer shall neither receive nor retain any ongoing interest in the Services, including but not limited to any intellectual property rights relating to the Services. Elements of Company's Software are protected by trade dress, trademark, unfair competition, and other laws and may not, unless otherwise permitted hereunder, be copied in whole or in part. No logo, graphic, or image, code from the Software may be copied or retransmitted without Company's express written permission. The images, text, screens, web pages, materials, data, other content and information used and displayed in the Software are the property of the Company and are protected by copyright, trademark and other laws. In addition to Company's rights in individual elements of the Software, Company owns copyright or patent rights in the selection, coordination, arrangement and enhancement of any code, images, text, screens, web pages, materials, data, content and other information used and displayed in the Software. Users may copy such images, text, screens, web pages, materials, data, content and other information used and displayed in the Software for educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear in the Software. Except as provided in the preceding sentence, none of such code, images, text, screens, web pages, materials, data, content and other information used and displayed in the Software may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of Company.

**Data Privacy and Sharing** The Parties acknowledge that the Customer is subject to the Family Educational Rights and Privacy Act (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. As set forth in more detail below, the Parties agree that Company is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because Company: (1) provides a service or function for which the Customer would otherwise use employees; (2) is under the direct control of the Customer with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records. Learn21 may use de-identified product and usage data for product development, research, or other purposes. De-identified data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, Company agrees not to attempt to re-identify de-identified data and not to transfer de-identified data to any party not authorized to receive such data pursuant to this provision unless that party agrees not to attempt re-identification.

**Data Storage and Access** Company uses significant security measures to protect the privacy of our users' data. These security protections include, but are not limited to, de-identification of certain personally identifiable information, encryption of all data at rest, and encryption of all data in transit. Customers data will be in a fully-hosted, managed virtual data center service that provides a comprehensive and private secure cloud computing site. Customers will receive a comprehensive file backup solution daily that protects users against data loss. Company considers and acknowledges all data that Company may gather from Customer or devices it owns and manages is the property of the Customer. Company's Customers have complete and unequivocal rights to their data and how they wish their data to be



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utilized. Customer can request access, removal, purging of Customer data at anytime by sending an email to [info@learn21.org](mailto:info@learn21.org)

**Security** Company uses industry best practice security technology, including next generation firewalls, network access controls, and DDoS mitigation, to protect against access, loss, misuse, or alteration of user information. All data resides in SOC 2-compliant data centers in the United States. Accessing Company services from another jurisdiction, you hereby consent to the transfer and processing of your information in the United States. Company's Privacy Policy does not extend to any limitations inherent in the Internet or World Wide Web that are beyond Company's control. Company implements password security requirements based on current available best practices; however, it is the Customer's responsibility to not disclose their passwords. Each user is obligated to maintain the secrecy of the user's password. Company also takes steps to protect Customer's personal information offline by limiting the number of people who have access to Customer's servers and to personal information. In the event of a breach of security affecting personal information, we will take such notification and other steps as may be required under applicable law. We ask that you do not ever send us or provide us highly sensitive information, such as social security numbers, personal health information, Driver's License numbers, etc.. We will not be liable for use or disclosure of any such information if provided to us without our consent.

**Limitation of Liability** In no event shall Company be liable to Customer for any indirect, consequential, incidental, special or punitive damages or lost profits arising out of or related to this Agreement or breach thereof, even if advised in advance of the possibility of same. Company's liability to Customer for services, if any, shall not exceed the total amounts paid to Company under the operation of this Agreement by Customer.

**Incorporation by Reference** Company's Terms of Service and Privacy Policy are hereby acknowledged and incorporated into this Agreement by reference. We reserve the right to update our Terms of Service or Privacy Policy during the term of this Agreement and your use of our Software is governed by the most current versions posted at <https://www.learn21.org/privacypolicy.html>.

**Support** Company will provide Customer the ability to submit helpdesk tickets and phone support.


**Use of Company's Name and Trademarks** All trademarks, service marks and trade names identifying Company or Company products or services (the "Marks") are the exclusive property of Company. Customer shall take no action which may lessen the goodwill in the Marks. Customer shall not use a Mark or the name of Company in any advertising, promotional material, or public announcement without the prior written approval of Company.

**Use of Customer's Name** Customer acknowledges that use of the Services may require that Company include Customer name in registrations, administrative filings which are available to the public. Customer agrees that Company may include Customer name in Company marketing brochures, literature and indicate that Customer is a customer.

Customer

Name: \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

Learn21

Name:   
Title Executive Director  
Date: June 3, 2020