

Data Sharing/Use Agreement
Between
Jefferson County Board of Education
And
Scholastic 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 Scholastic Inc., a corporation organized under the laws of NY. ("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 September 16, 2020 when the services contract referenced in Paragraph B.1. below terminates, 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 September 16, 2020: Providing products and services consisting of software licenses for Scholastic's Literacy Pro and Next Step Guided Reading Assessment.
2. JCPS and Services Provider agree that Services Provider is an organization to which JCPS can disclose, 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, 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 personally identifiable information and any student data covered by FERPA or other applicable law 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 material changes to the list of disclosed data necessary for the services or any material 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. For any transfers of confidential data outside the normal course of JCPS's use of the services, Services Provider and JCPS shall work cooperatively to determine the proper medium and method for the transfer of confidential data between each other. With respect to any such extraordinary, ad hoc data transfers, 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 or JCPS that have legitimate interests in the information.
2. Except as may be required by law and subject to Paragraph D.3 below, Services Provider will not contact the individuals using confidential data included in the data sets without obtaining advance written authorization from JCPS.
3. Except as may be required by law and subject to Paragraph D.3 below, 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 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.; 7 C.F.R. 245.6 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. Confidential data shall not be deemed to include information which: (a) is now or hereafter becomes generally known or available to the public, other than through an act or failure to act on the part of the Services Provider; (b) is known by the Services Provider prior to the time of receiving such information; (c) is hereafter furnished to the Services Provider and to the best of the Services Provider's knowledge is not subject to any obligation of confidentiality; (d) is independently developed by the Services Provider without any breach of this Agreement; (e) is the subject of a written permission to disclose provided by JCPS; or (f) is aggregated, anonymous, and not attributed to JCPS.

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.
- 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, except as required by law subject to the terms and conditions of Paragraph D.3, not share any such data with any person or entity other than Services Provider or JCPS or their respective authorized 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 except 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 agents of Services Provider or JCPS having a legitimate interest in knowing such personal identification.

- f. Upon written request from JCPS to Services Provider, 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 confidential 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. Except as necessary to provide the products or services covered by this Agreement, Services Provider shall not distribute, reprint, alter, sell, assign, edit, modify or create derivative works or any ancillary materials from or with the confidential data.
5. Services Provider shall not use confidential 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 confidential data do not gain access to the confidential data. Reasonable security precautions and protections include, but are not limited to:
 - a. Creating, distributing, and implementing data governance policies and procedures which protect confidential data through appropriate administrative, technical and physical security safeguards, and outline staff responsibilities for maintaining data security;
 - b. Encrypting all confidential data carried on mobile computers/devices;
 - c. Encrypting confidential data before it is transmitted electronically;

- d. Requiring that users be uniquely identified and authenticated before accessing confidential data;
- e. Establishing and enforcing well-defined data privilege rights which restrict users' access to the confidential data to that which is necessary for this to perform their job functions;
- f. Employees must abide by vendor's confidentiality policy, attached as **Attachment B**, when they are hired. Thereafter, employees have to read and acknowledge company information security policies on an annual basis.
- 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 an agency and receives (accesses, collects or maintains) personal information from the agency pursuant to the contract or agreement.
- c. Except as required by law and subject to the terms and conditions of Paragraph D.3, 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.
- f. If Services Provider is a cloud computing service provider (as defined in KRS 365.734(1)(b) as "any person other than an educational institution that operates a cloud computing service"), Services Provider agrees that:
 - g. Services Provider shall not process student data collected via the products or services 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."
 - h. Pursuant to KRS 365.734(2), 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.
 - i. Pursuant to KRS 365.734(2), Services Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.
 - j. Pursuant to KRS 365.734(3), 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 Dr. Kermit Belcher, Chief Information Officer. 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 discovered 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, a breach of hard copies of records, etc.); (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.

Except as otherwise required by law or agreed in writing between the parties and excluding student data or any other data that belongs to JCPS, all information provided by Services Provider to JCPS pursuant to this Agreement shall be treated as Services Provider's confidential information. JCPS agrees that it will disclose such information only to such parties that JCPS determines are necessary to assist it in its review and require such parties to enter into non-disclosure agreements or otherwise agree in writing to maintain its confidentiality. To the extent permitted by law, JCPS will withhold such information from public disclosure.

10. Upon reasonable written request from JCPS, Services Provider shall securely and permanently destroy the confidential data, and any and all hard and soft (electronic) copies thereof, upon the termination of this Agreement within a reasonable timeframe. Services Provider agrees to require all employees, contactors, or agents of any kind using JCPS confidential data to comply with this provision. Services Provider agrees to document the methods used to destroy the confidential data, and upon reasonable written request, provide certification to JCPS that the confidential 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 **Raghu Sankaran** (or an alternative designee specified in writing) as the temporary custodian ("Temporary Custodian") of the data that JCPS shares with Services Provider. Other than ordinary course data uploads or collection via the products and services, JCPS will release all confidential data and information under this Agreement to Temporary Custodian. With respect to such extraordinary, ad hoc confidential data transfers, 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 written request and reasonable prior notice subject to Service Provider's reasonable requirements with respect to time, place and frequency, review the records Services Provider is required to keep under this

Agreement, subject to Service Provider's right to redact irrelevant information therefrom.

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.
13. Services Provider shall maintain, during the term of this Agreement, a cyber-insurance liability policy, in the amount of \$5M. Upon request, Services Provider shall furnish the certificate of insurance evidencing this coverage. The certificate of insurance shall name the Board of Education of Jefferson County as additional insured in the Description of Operations section of the Certificate of Insurance which shall read:

Board of Education of Jefferson County
Attn: Insurance/Real Estate Dept.
3332 Newburg Road
Louisville, Kentucky 40218

14. Services provider shall maintain, during the term of this Agreement, ISO27001 or SOC2 certification. If Services Provider is unable to provide ISO27001 or SOC2 certification, minimum requirements on a JCPS-provided standardized questionnaire must be met. Upon request, Services Provider shall furnish a current ISO27001, SOC2 certification, or updated questionnaire.

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 the services contract described in Paragraph B.1 above.

F. OBLIGATIONS OF JCPS

During the term of this Agreement, JCPS shall:

1. Prepare and deliver the data described in **Attachment A**.

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 in violation of the terms and conditions of this Agreement ("Claim" or "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 in the event of a material breach of this Agreement by another party provided however, the breaching party shall have thirty (30) days to cure such breach and this Agreement shall remain in force.
 - 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, within thirty (30) days of the termination, at the request of the disclosing party, the other party's confidential information shall be returned or destroyed within thirty (30) days of the termination and, where the disclosing party is JCPS, the Temporary Custodian shall provide JCPS confirmation of the return or destruction of the confidential data pursuant to Paragraph D.11. If this Agreement terminates at the end of the term described in Section A, and upon reasonable written request from the disclosing party to the other, within thirty days(30) days after the end of the term, the receiving party shall return or destroy all of the other party's confidential information and, where the receiving party is Service Provider, the Temporary Custodian shall provide JCPS confirmation of the return or destruction of the confidential data pursuant to Paragraph D.11.
3. Destruction of the confidential information shall be accomplished by utilizing a secure method of confidential destruction, which may include de-identification (such that the data cannot be re-identified), 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 any pre-existing materials, trademarks, ideas, concepts, programs, records, documents, graphs and photographic material or other reproductions, and/or

data (hereafter referred to as “Pre-Existing Materials”) are used in the course of this work, they remain the property of the original party. 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, excluding Pre-Existing Materials. For the avoidance of doubt, each party shall retain all right, title and interest in and to its copyright and/or intellectual property rights in its Pre-Existing Materials. As part of the services contract, Services Provider shall grant JCPS a limited license to use its Pre-Existing Materials solely as part of the products and services and, if applicable, as they are set forth in the work product,. To the extent that Services Provider’s name and/or trademarks are include in any product, service or work product, JCPS is only allowed to use such name and/or trademarks as they appear in therein, and any other use must be approved by Services Provider.

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, subject to Service Provider's right to cure under Section H.1.a. 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 its 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 remaining provisions 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:

Scholastic Inc.
557 Broadway (Entrance at 130 Mercer Street)
New York, NY 10012

BY: _____

Name: Toni R. Abrahams

Title: Vice President of Operations

Date: 8/24/20_____

AGREED:

Jefferson County Board of Education
3332 Newburg Road
Louisville KY 40218

BY: _____

Name: Martin A. Pollio, Ed. D.,

Title: Superintendent

Date: _____

Attachment A

CONFIDENTIAL INFORMATION TO BE DISCLOSED

NEXT STEP GUIDED READING ASSESSMENT (NSGRA) is an online reading comprehension application consisting of a recording and reporting engine that supports an offline assessment. The offline assessment provides teachers with the ability to assess the reading levels/skills of K-6 grade level students using the guided reading instructional method. Individual data points about students are recorded by teachers within the digital application to help teachers decide how to group students within their class and how to target appropriate instruction. Teachers establish individual student profiles, conduct student level reading interest surveys, track developmental word knowledge, evaluate listening comprehension, and conduct reading assessment conferences. Teachers can generate class, group, and student level reports in the application. District and school administrators can view class/teacher and district and/or school level reports. Students do not interact with this product; it is for educators only.

Data collected for NSGRA:

- Student first name and last initial or last name
- Student ID (optional)
- Teacher user names and passwords
- Student reading assessment results input by teacher (teacher-facing/no student access)
- Analytics – aggregate, anonymous usage data such as page visits/views, time spent, number of clicks on elements within the page
- School name and location (not collected through the application but part of customer information/class rostering)
- Grade level (as part of class roster)
- Teacher full name (as part of class roster)
- Teacher/Staff/Administrator names/emails are collected as part of the rostering process

IP addresses are collected as part of a log file which is monitored to prevent cyber-attacks and to measure site usage and performance. IP addresses are not stored in connection with personal information.

LITERACY PRO is a digital independent reading product for K-8 students. The product uses benchmark activities such as surveys and quizzes to assess students' reading levels and preferred genres or themes. The product then recommends books for students based on those results.

Data collected:

- Student first and last initial or last name

- Student ID (if provided)
- Student user name and password
- Reading goals and progress towards those goals (books added by student to the student's bookshelf, how many days a week and how many minutes a day a student plans to read)
- Student Lexile levels from the Reading Measure test.
- Books read (which may be recorded automatically or entered by a student manually) including date(s) read, number of minutes read in that particular book, and if the student marked "complete" in that book.
- Minutes read and minutes in the program overall. "Minutes read" includes both e-book time (which is captured automatically) and time entered by a student manually. Minutes in the program includes any time spent in the application (including browsing books, reading books, taking "Think Mores" and reviewing books).
- Book ratings and reviews. Only student who posted the review and their teacher can read the reviews. They are not posted class-wide. The teacher can read the review in the student reports and the student has to go back to their reading log to read the review. There is also a student opinion field that is a dropdown with choices. Aggregate, anonymous ratings made by all students using the product can be seen in books that have been rated.
- Highlights and notes on books made by students.
- Responses to and results of "Think More" activities and reading interest questions (all multiple choice). "Think More" activities capture the percentage and number of questions a student gets correct for each skill. In addition, the number of "Think Mores" taken by a student is also recorded. Students also get LitBits (points) for achieving particular goals like completing the interest survey, completing a book, completing an extra long book, meeting reading goals, exceeding reading goals, getting a 100% or 70-90% on a "Think More", rating and reviewing a book, and reading streaks.
- Reading assessment information including Guided Reading Levels (GRL) and Lexile levels can be manually entered by the teacher or determined from a student's performance through reading assessments tools such as the Scholastic Reading Measure assessment (for Lexiles only).
- Analytics – aggregate, anonymous student usage data such as page visits/views, time spent, number of clicks on elements within the page; not tracked for or tied to individual students.
- School name and location (not collected through the application but part of customer information/class rostering)
- Student grade level (as part of class roster)
- Material grade level
- Teacher (as part of class roster)
- Email addresses of non-student users (teachers, administrators) are stored in Scholastic Digital Manager for individual log-ins.

IP addresses are collected as part of a log file which is monitored to prevent cyber-attacks and to measure site usage and performance. IP addresses are not stored in connection with personal information.

Attachment B

SERVICE PROVIDER'S EMPLOYEE NONDISCLOSURE STATEMENT

Confidentiality Policy

During the course of their employment by Scholastic, employees have access to certain private, confidential and/or proprietary information relating to the business of Scholastic Corporation, Scholastic Inc., related entities and/or their respective partners, officers, personnel, contractors, customers or clients. Each employee is prohibited, during his/her employment by Scholastic and thereafter, from directly or indirectly disclosing, furnishing or making accessible to any third party any such private, confidential or proprietary information. For the purpose of this policy, private, confidential and/or proprietary information shall include, but not be limited to, the names of past, present or potential customers; the existence and terms of licensing or publishing agreements and the amount of licensing and other fees; financial information; methods of operation, organization, pricing or marketing; business policies and plans; information concerning relationships with past, present or potential licensees and other customers or clients of Scholastic. The sole exceptions to the prohibition against disclosure are (a) disclosure made with the prior written authorization of Scholastic and (b) disclosures made under compulsion of law. If any employee violates, or threatens or attempts to violate, this policy, his/her Scholastic employment may be terminated immediately. In addition, in the event of a violation, or threatened or attempted violation, of this policy, and regardless whether the violator is still employed by Scholastic at the time, Scholastic shall be entitled to seek any and all legal and equitable relief, including but not limited to the recovery of damages, an injunction restraining the disclosure of private, confidential and/or proprietary information relating to Scholastic or any related entity and injunctions prohibiting the employee or former employee from rendering services to any person or entity to whom such private, confidential and/ or proprietary information has been disclosed.

Dated: December 1, 2015