

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter “Contract”) is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter “Board”), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Education Framework (hereinafter “Contractor”), with its principal place of business at 61 NW Oregon Avenue, Suite 103 Box 1362, Bend, OR 97709.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter “Parties”) agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract, the EFI terms of service attached hereto as Exhibit A (“General Terms”) and incorporated by reference herein, the EFI standard engagement letter attached hereto as Exhibit B and incorporated by reference herein (“Standard Letter”), and all other exhibits hereto and documents incorporated by reference herein, including other documents referenced in exhibits to this Contract, is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board’s Procurement Regulations currently in effect (hereinafter “Regulations”) that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter “Services”) of a quality and in a manner that is within the highest standards of Contractor’s profession or business. The Services are as follows:

Contractor shall provide student data privacy services to allow the schools within the District to manage Sites (as defined in the General Terms) used in its classrooms and assist the District in providing Authorized Users (as defined in the General Terms) with information regarding such Sites, the services will include the following: Single Sign- On access for District faculty and staff with Google G-Suite for Education or Microsoft Office 365; Unlimited access to privacy quality scoring database for Site assessments; Unlimited privacy assessment requests; Unlimited vendor improvement requests; District, school, and teacher level accounts and reporting; Automatically updated public webpages to display approved technologies (collectively, the “EdPrivacy Services” or the “Services”).

ARTICLE III
Compensation

The Board shall pay Contractor the total amount stated below (hereinafter “Contract Amount”). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	\$159,500
Progress Payments (if not applicable, insert N/A):	Within 30 days of receipt of approved invoice
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	KETS

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on January 20, 2021 and shall complete the Services no later than December 1, 2021, unless this Contract is modified as provided in Article VIII.

ARTICLE V
Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor’s employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury,

products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled “Ethics and Standards of Conduct,” or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before

the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X
Termination for Default

See General Terms for additional termination rights.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIII
Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at

Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XIV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing and delivered by personal delivery, facsimile transmission, electronic mail or certified mail, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other, or in any other manner authorized by law. Any notice given is effective when actually received or if given by certified mail, then 48 hours after the deposit of such notice in the United States mail with postage prepaid.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

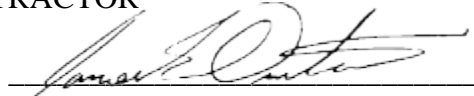
IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of January 20,2021.

Contractor’s Social Security Number or Federal Tax ID Number: _____

JEFFERSON COUNTY BOARD OF EDUCATION

Education Framework CONTRACTOR

By: _____

By:  _____

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Jim Onstad
President & Co-Founder

Cabinet Member: Dr. Kermit Belcher

KEB
(Initials)



Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: **Software Privacy Specialist**

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Aaron Isaacs

Print name of person making Determination

Technology Division

School or Department

Aaron Isaacs
Signature of person making Determination

11.17.20
Date

Education Framework

Name of Contractor (**Contractor Signature Not Required**)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

EXHIBIT A

EFI General Terms

1. LICENSE; RESTRICTIONS; RETAINED RIGHTS.

1.1 LICENSE. Subject to the terms and conditions of this Agreement, EFI hereby grants to Client a non-exclusive, limited, non-transferrable, non-sublicensable right and license to: (a) use the EdPrivacy Service solely for educational and related administrative purposes and solely for the benefit of Client and its Authorized Users and (b) upload Client Data to the EdPrivacy Service.

1.2 USAGE REQUIREMENTS AND RESTRICTIONS. All use of the EdPrivacy Service shall be in accordance with the terms of this Agreement and the End User Agreement. Client shall not and Authorized Users shall not: (a) sell, resell, subscribe, license, lease or the functional equivalent, the EdPrivacy Service, or any form of access thereto, to a third party; (b) attempt to reverse engineer the EdPrivacy Service or any component thereof; (c) attempt to create a substitute or similar service through the use of, or access to, the EdPrivacy Service, or EFI Content; (d) provide EFI Content or access to the Client Account to third parties; or (e) remove, alter, or cover any copyright notices or other proprietary rights notices placed or embedded in the EdPrivacy Service or EFI Content. Client shall not make any representations, warranties or commitments to Authorized Users regarding the EFI Content or the EdPrivacy Service, other than those offered by EFI directly to Authorized Users in the End User Agreement.

1.3 RETAINED RIGHTS. EFI Content and the EdPrivacy Service, any and all modifications, enhancements and derivative works thereof, and all associated intellectual property rights, are owned by EFI. Except as expressly stated in this Agreement, EFI grants Client no right or license, express or implied, to the EFI Content, the EdPrivacy Service or any associated intellectual property rights. Client agrees to execute such further documents as are reasonably necessary to protect EFI's interest in the EFI Content and EdPrivacy Service, any and all modifications, enhancements and derivative works thereof, and all associated intellectual property rights.

2. CLIENT ACCOUNTS.

2.1 OVERVIEW. Client and its Authorized Users may only access the EdPrivacy Service through the Client Account. During the term of this Agreement, the type of content, system features, and level of access available to Client and its Authorized Users through the Client Account will vary depending on the types of products or services Client is currently subscribed to or has otherwise purchased at any given time, or the type of Authorized User accessing the EdPrivacy Service.

2.2 CLIENT SUPPORT; SYSTEM AVAILABILITY. EFI shall provide customer support for the EdPrivacy Service as follows: EFI

support will be available from 8:00 AM-5:00 PM Pacific Time, Monday through Friday, for Client via telephone, live chat and email, excluding all Oregon bank holidays and any additional holidays observed by Client. Remote assistance using remote desktop services is provided where available. Access to the EdPrivacy Service is provided through the internet. Service interruptions may occur from time to time and are outside EFI's control. EFI shall not be liable to Client or any Authorized User for any loss or liability resulting, directly or indirectly, from delays, inaccuracies, errors, omissions or interruptions of the EdPrivacy Service for any reason, including, without limitation, due to electronic or mechanical equipment failures, telephone, cable, or satellite interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, acts of terrorism, or to other like causes.

2.3 CLIENT ACCOUNT SUSPENSION. If Client does not pay invoices when due, EFI reserves the right to freeze the Client's Account and Client's Authorized Users will be locked out of the EdPrivacy Service until Client's full payment of the entire outstanding balance is processed. Freezing of the Client Account does not prevent Client from obtaining access to, or requesting deletion or correction of, Client Content outside of the EdPrivacy Service. Client has the option to call or email EFI to obtain specific Client Data. In addition, EFI reserves the right to charge a fee to repopulate Client's Account with the data specific to Client and its Authorized Users. Fees will be charged at EFI's then current rates.

2.4 CLIENT DATA. Client Data will be stored within the Client Account and the affiliated Authorized User accounts. EFI maintains a rolling 14 day continuous backup of Client Data, allowing EFI to restore Client Data to any point in time during the previous 14 days. However, it is Client's responsibility to maintain an independent data backup solution for the Client Data. Except as otherwise expressly set forth in this Agreement, Client bears all risk of loss of Client Data.

3. AUTHORIZED USERS.

3.1 DISTRICT ADMINISTRATOR. Client will designate at least one (1) person to be the master administrator(s) who will have full access to, and administration rights over, all Client Data and who will have access to all areas of the EdPrivacy Service accessible through Client's Account ("District Administrator"). Client may change its District Administrator at any time through a direct request to EFI.

3.2 SCHOOL ADMINISTRATORS. The District Administrator may designate one or more of Client's employees to be school administrators who will have access to and administration rights over a sub-portion of Client Data (such sub-portion will include, but is not limited to, Client Data associated with a

particular school within the Client's district) and will have access to a sub-portion of the EdPrivacy Service, as determined by the District Administrator (each a "School Administrator").

3.3 SCHOOL OFFICIALS. Administrators may provide School Officials with access to the EdPrivacy Service through the Client Account. The type of content, system features, and level of access available to School Officials will vary depending on the types of products or services Client is currently subscribed to or has otherwise purchased at any given time, or as the Administrator may otherwise determine.

3.4 CLIENT RESPONSIBILITIES. Client is responsible for: (a) maintaining the confidentiality of Client Data and Authorized User accounts and passwords; (b) designating those Authorized Users who are authorized to access the various Administrator accounts; (c) ensuring that Vendor Content is used solely for the purposes for which it was made available to Client, and (d) ensuring that all activities that occur in connection with the user accounts comply with this Agreement and the End User Agreement.

3.5 ACCOUNT SUSPENSION. If EFI becomes aware of any violation of this Agreement or the End User Agreement by an Authorized User, EFI reserves the right to suspend the account directly.

3.6 PRIVACY POLICIES. EFI maintains physical, electronic, and procedural safeguards to protect Client information, including the use of both encryption-in-transit (SSL), and encryption-at-rest. EFI's Privacy Policy is available for review at <https://educationframework.com/privacypolicy.aspx>. EFI encourages Client to understand the Privacy Policy and make informed decisions before using the EdPrivacy Service.

4. EFI CONTENT.

4.1 UPDATES. EFI reserves the right to discontinue, suspend or deny access to the EdPrivacy Service at any time for any reason with or without notice. EFI also reserves the right at any time for any reason to make any additions, deletions and changes to the EdPrivacy Service or EFI Content. EFI Content included in the EdPrivacy Service is subject to ongoing review and revision by EFI. In some cases, review may result in the discontinuation of a specific form.

4.2 RANKING TOOL. The EFI Content includes some suggested privacy quality rating criteria and scoring guidelines. This information is provided to Client for sample purposes only. Client acknowledges and agrees that it is solely responsible for determining the appropriate quality rating criteria to be used within the Client Account.

4.3 DUE DILIGENCE AND PROFESSIONAL ADVICE. The EdPrivacy Service is provided as a tool to assist Client with, among other things, student data privacy management and communications with third-party providers of goods or services. Client should not rely on EFI, or EFI Content, for

legal advice. USE OF THE SOFTWARE IS NOT A SUBSTITUTE FOR LEGAL ADVICE.

5. FEEDBACK. From time to time, Client and/or Authorized Users may provide suggestions, comments or other feedback ("Feedback") to EFI with respect to the EdPrivacy Service and the EFI Content. Client agrees that all such Feedback is and shall be given entirely voluntarily. To the extent that any Feedback is protectable by copyright, trademark or other intellectual property rights, Client hereby assigns irrevocably all right, title and interest in and to the Feedback and such related rights to EFI. EFI shall be free to use, disclose, reproduce, license or otherwise distribute, commercialize and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind.

6. PAYMENT; PRICE CHANGES; TAXES; AUDIT RIGHTS.

6.1 PAYMENT. Client agrees to pay to EFI any fees for any product or service offered by EFI as set forth in this Agreement. Client represents and warrants that any credit card information provided to EFI is correct and Client will promptly notify EFI of any changes to such information. Fees paid by Client are non-refundable, except as provided in this Agreement or when required by law. EFI will invoice Client electronically or in hardcopy for access to the EdPrivacy Service. Payment is due Net 30 days from the date of the invoice. EFI reserves the right to assess a late fee of 1% per month on any unpaid balance and to suspend or terminate access to the EdPrivacy Service if payments are not received when due.

6.2 PRICE CHANGES. EFI may change the price for the EdPrivacy Service from time to time. If the Agreement is to be renewed beyond the initial term, EFI will notify Client of any price change at least 90 days in advance of the start of the next renewal term.

6.3 TAXES. Both EFI and Client will, in addition to the payments required hereunder, pay on their own behalf all applicable income, sales, use, transfer or other taxes, however designated, which are levied or imposed against them by reason of the transaction contemplated hereunder.

6.4 AUDIT RIGHTS. Client shall maintain accurate books and records relating to the activities to be carried out by Client pursuant to this Agreement, and such books and records shall be in sufficient detail so as to allow for verification of the Client's compliance with the terms of this Agreement. EFI shall have the right to review such records if it reasonably determines it has a legitimate business purpose for doing so. Any such records reviewed by EFI will be subject to the confidentiality provisions of this Agreement.

7. CONFIDENTIALITY.

7.1 GENERAL. The parties recognize that each may come into possession of information that comprises valuable trade secrets and other confidential information ("Confidential Information") that is exclusively owned by the disclosing party. Both parties expressly recognize that Confidential Information is being conveyed to them under conditions of confidentiality, and that, except as specifically provided herein and/or to the extent necessary to perform its obligations or exercise or enforce its rights hereunder, they shall not use the other party's Confidential Information or disclose the other party's Confidential Information to any third party during the Term, and for a period of three years following the termination or expiration of this Agreement. Non-public information about, or contained in, the EdPrivacy Service and/or the EFI Content shall be considered Confidential Information of EFI. Client Content shall be considered Confidential Information of Client.

7.2 EXCEPTIONS. These restrictions shall not be construed to apply to (a) information generally available to the public through no act or omission on the part of the receiving party; (b) information released by disclosing party generally without restriction or through the EdPrivacy Service for purposes of communicating with third parties; (c) information independently developed or acquired by the receiving party outside the scope of this Agreement and without reliance in any way on other protected information of the disclosing party; or (d) information that the receiving party receives from a third party free to make such disclosure without breach of any legal obligation. Notwithstanding the foregoing restrictions, a receiving party may disclose any information to the extent required by an order of any court or other governmental authority or required by the Public Records Act, but only after the receiving party has notified the disclosing party and the disclosing party has had the opportunity to obtain reasonable protection for such information in connection with such disclosure.

7.3 USE OF NAMES. EFI will not use the names of the Client, its employees, or its schools on the EFI site, or in any publicity or advertising, without the prior written consent from Client, in each case, such consent not to be unreasonably withheld.

8. TERMINATION; EFFECT OF TERMINATION.

8.1 Intentionally Omitted.

8.2 TERMINATION. Either party may suspend performance or terminate this Agreement if: (a) the other party is in material breach of this Agreement and fails to cure that breach within 30 days after receipt of written notice; (b) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) the other party is in material breach of this Agreement more than two times, notwithstanding any cure of such breaches. Either party may also terminate this Agreement for any reason, or no reason, with 30 days' prior written notice to the other party.

8.3 EFFECT OF TERMINATION. Upon termination, each party shall remain liable for any obligations under this Agreement that accrued prior to the effective date of termination, and both parties agree to cooperate with each other to resolve any outstanding issues that exist as of the effective date of termination. All pre-paid fees are non-refundable and no refund will be issued in the event of a termination. Upon termination, except as otherwise set forth herein, each party shall immediately cease all use of the other party's Confidential Information and return to or destroy all such property of the other party.

Upon termination: (a) access to the EdPrivacy Service will be turned off by EFI; (b) upon Client's request, provided such request is made before the effective date of termination, Client will be provided with an export of available Client Data, in a file format determined by EFI or as otherwise mutually agreed to by Client and EFI, and (c) within a commercially reasonable period after the effective date of termination EFI shall permanently delete all Client Data.

8.4 SURVIVAL. In the event of termination of this Agreement by either party, the following provisions shall remain in full force and effect: Sections 1.2., 1.3., 4.2., 5., 6., 7., 8.3., 10. through 13.

9. REPRESENTATIONS AND WARRANTIES.

9.1 EFI. EFI represents and warrants to Client that: (a) EFI has full power and authority to enter into this Agreement; (b) EFI will comply with all laws, rules and regulations applicable to provision of the EdPrivacy Service to Client; and (c) to the best of EFI's knowledge, the EFI Content and EdPrivacy Service do not infringe upon or misappropriate any third party intellectual property rights.

9.2 CLIENT. Client represents and warrants to EFI that: (a) Client has full power and authority to enter into this Agreement; (b) the Client Data has been obtained and will be used by Client and its Authorized Users in compliance with all applicable laws, rules and regulations; (c) the Client Data does not and will not infringe upon or misappropriate any third party intellectual property rights or privacy rights; and (e) the Client Data does not, and will not, contain any code, virus, or other device that is intended to damage, disable, suspend operation of or alter the Client Data, EFI Content, or the EdPrivacy Service.

10. INDEMNIFICATION.

10.1 Intentionally Omitted.

10.2 BY EFI. EFI will indemnify, defend, and hold Client, its parent company, subsidiaries and affiliates and their respective directors, officers, employees and agents ("Client

Indemnitee”) harmless from and against any and all loss, cost, damage or liability, including payment of reasonable attorneys’ fees and costs, arising out of any claim by a third party incurred as a result of EFI’s breach of its representations and warranties set forth in this Agreement, except to the extent such liability is due to Client’s breach of any provision of this Agreement, the gross negligence or willful misconduct of any Client Indemnitee or the combination of Client Data with EFI Content or the EdPrivacy Service. Client will have the right, at its expense and option, to participate in the defense, settlement, or both, of any such claim or action. In no event will EFI settle any suit or claim imposing any liability or other obligations on Client without Client’s prior written consent.

10.3 GENERAL. Client will promptly notify EFI of the claim and cooperate in defending the claim. THE INDEMNITY ABOVE IS CLIENT’S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY EFI OF A THIRD PARTY’S INTELLECTUAL PROPERTY RIGHTS

11. DISCLAIMERS AND LIABILITY LIMITATIONS.

11.1 DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, EFI MAKES NO OTHER WARRANTIES OF ANY KIND WITH RESPECT TO THE SOFTWARE OR THE EFI CONTENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. EFI MAKES NO REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SOFTWARE.

11.2 LIMITATION OF LIABILITY. IN ALL CASES, NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. IN ALL CASES, NEITHER PARTY MAY BE HELD LIABLE TO THE OTHER PARTY, UNDER THIS AGREEMENT, OR FOR NEGLIGENCE, FOR MORE THAN \$100, AS LIQUIDATED DAMAGES, NOT AS A PENALTY, AND AS THE SOLE AND EXCLUSIVE REMEDY. These limitations of liability apply to the fullest extent permitted by law.

12. MISCELLANEOUS.

12.1 ASSIGNMENT. This Agreement may not be assigned or transferred by Client, and any attempt to do so shall be void. Without limiting the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

12.2 Intentionally Omitted.

12.3 FORCE MAJEURE. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or

terrorism, riot, labor condition, governmental action, and internet disturbance) that was beyond the party’s reasonable control.

12.4 Intentionally Omitted.

12.5 Intentionally Omitted.

12.6 ATTORNEY’S FEES; INJUNCTIVE RELIEF. If any legal or arbitration proceeding is commenced to interpret or enforce any provision of this Agreement, including any proceeding under the U.S. Bankruptcy Code, the prevailing party shall recover its reasonable attorney’s fees and related expenses (including expert witness fees, transcript costs and other similar expenses) in such proceeding and any appeal thereof, in addition to the costs and disbursements allowed by law. Upon any breach of this Agreement, each party has, in addition to any other available remedies, the right to injunctive relief enjoining that breach. The parties acknowledge that other remedies may be inadequate.

12.7 COUNSEL. Each party represents that the party has been or has had the opportunity to be represented by counsel in connection with the preparation and execution of this Agreement, and represents that the party has thoroughly reviewed this Agreement. The rule of construction that a written agreement is construed against the party preparing or drafting an agreement is specifically not applicable to the interpretation of this Agreement.

12.8 ELECTRONIC TRANSMISSION; COUNTERPARTS. The delivery of this Agreement by facsimile, email, or similar electronic transmission will be treated as delivery of an original document, and any signature of any party thereon shall be considered to be an original signature with the same legal effect as an original signature on an original document. This Agreement may be executed in several counterparts, each of which is deemed to be an original, and all such counterparts constitute one and the same document.

12.9 SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, all other provisions nevertheless continue in full force and effect, and that unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent the intent of the parties set forth in this Agreement.

12.10 WARRANTY OF AUTHORITY. Each person executing and delivering this Agreement on behalf of a party represents and warrants that such person is duly authorized to do so and that the execution and delivery of this Agreement are the lawful and voluntary acts of the party on whose behalf this Agreement is executed.

12.11 RELATIONSHIP OF PARTIES. In the performance of the duties and obligations under this Agreement, it is mutually understood and agreed that EFI and Client are at all times acting and performing as independent contractors with respect to the other and that no relationship of partnership, agency, joint venture, or employment is created by this Agreement.

13. DEFINITIONS.

“Administrator” means the District Administrator or School Administrator.

“Authorized Users” means Administrators and School Officials.

“Client Account” means a unique customer account with a unique account identification code established in the EdPrivacy Service for Client and through which Authorized Users are provided access to the EdPrivacy Service.

“Client Content” means any information or data uploaded to the Client Account by an Authorized User.

“Client Data” means (a) the email addresses, display names, and passwords, or other login credentials associated with any individual Authorized User and any information included within a specific Authorized User account; and (b) Client Content.

“EFI Content” means materials, rating tools, ratings descriptions, and other content, excluding Client Content and Vendor Content, made available to Authorized Users via the EdPrivacy Service by EFI.

“EdPrivacy Service” means EFI’s proprietary web-based software system known as Education Framework. Client’s authorized access is limited to the specific modules described in this Agreement.

“End User Agreement” means the non-client specific terms of use for the EdPrivacy Service applicable to all Authorized Users, which EFI may update freely from time to time. During the term of this Agreement, a current version of the End User Agreement will be accessible from the sign up page and from the Help menu in the EdPrivacy Service.

“Personal Information” means personally identifiable information, such as an Authorized User’s name, email address, and telephone number.

“Privacy Policy” means the privacy policy for the EdPrivacy Service which explains how EFI collects and uses Personal Information. During the term of this Agreement, a current version of the Privacy Policy will be accessible from the sign up page and from the Help menu in the EdPrivacy Service.

“School Official” means an employee, agent, independent contractor, or volunteer of Client.

“Sites” means the applications, websites and online assessments used in classrooms at Client’s facilities that are managed by Client through use of the EdPrivacy Services.

“Term” means the Initial Term and any renewal terms. The Initial Term and the renewal term are defined on the signature page.

“User Account” means an account created by or on behalf of an Authorized User to log in to the EdPrivacy Service.

“Vendor” means a company or organization that accesses the EdPrivacy Service to communicate about products or services offered to Client.

“Vendor Content” means any information or data uploaded to the EdPrivacy Service by a Vendor.

EXHIBIT B
EFI Engagement Letter



STANDARD ENGAGEMENT LETTER

Jefferson County Public Schools
3332 Newburg Road
Louisville, KY 40218
(502) 313-4357

Via Email: aaron.isaacs@jefferson.kyschools.us

12/7/2020

Re: Jefferson County Public Schools – EdPrivacy™

Dear Jefferson County Public Schools Administrators:

We are pleased to have the opportunity to provide services to your school district. This letter confirms the services you have asked our company to provide, and the terms under which we have agreed to provide those services. Please read this letter carefully because it is important to both Education Framework Inc and Jefferson County Public Schools, that you understand what you can and cannot expect from our services. In other words, we want you to fully understand the limitations of the services you have asked us to provide. If you are confused at all by this letter, or you believe we have misunderstood the needs of your district, please call us to discuss this letter before you sign it.

Services To Be Provided

At your request and under your direction, Education Framework will provide student data privacy services that will include the following:

- EdPrivacy™
 - Single Sign-On access for faculty and staff with Google G-Suite for Education or MS Office 365
 - Unlimited access to privacy quality scoring database for app & website assessments.
 - Unlimited privacy assessment requests.
 - Unlimited vendor improvement requests.
 - District, school, and teacher level accounts and reporting.
 - Automatically updated public webpages to display approved technologies.

By your signature below, you acknowledge that you understand and agree that Jefferson County Public Schools will keep Education Framework informed and provide Education Framework with the data and information that is necessary to perform the services in which we are engaged.



Third Party Service Providers

During the engagement, Education Framework will use third party service providers to deliver student data privacy services. These third parties provide services such as cloud web hosting and email services. Warranties, to the extent they exist, are provided by the vendor of those services. We will do our best to provide appropriate notice if the third-party service providers change during the term of the engagement.

Fees/Withdrawal

The fees for such services are provided on quotes in Appendix A (additional terms of sale). All amounts are due and payable prior to the start of work. You agree that if you fail to provide the requested data and information, or pay for services for this engagement, we either may discontinue performing services for you until all outstanding balances are paid and/or may withdraw from the engagement ten days after written notice is sent to you.

Privacy Policy

Education Framework is required to keep all information about the engagement confidential, so we will not disclose any information about your district unless we have your approval or are required/permitted by law. This applies even if you are no longer a client. We are committed to safekeeping of your confidential information and we maintain physical, electronic, and procedural safeguards to protect your information. We use encryption-in-transit (SSL), and encryption-at-rest to protect your district information. You may read our full privacy policy at the following web page <https://educationframework.com/privacypolicy.aspx>. We encourage you to understand the privacy policy and make informed decisions before using any of the services.

Record Retention

We will retain information that we access, gather or collect on behalf of Schools for as long as the School's account is active or as needed to provide the services of this engagement.



Conclusion

Jefferson County Public Schools, in addition to this letter of engagement, must also review and sign Education Framework's "Client Access Agreement" before work begins. You may request that we perform additional service at a future date beyond the scope of this engagement letter. If this occurs, we will communicate with you regarding the scope and cost of these additional services. Engagements for additional service will necessitate that we issue a separate engagement letter to reflect the obligations of both parties.

If this letter correctly describes our engagement, please electronically sign this this letter below.

Sincerely,

A handwritten signature in black ink, appearing to read "James E. Onstad".

James E. Onstad / Education Framework Inc.

The above letter confirms our understanding of the services to be performed and the limitations of those services. **By signing this engagement letter, I agree to purchase EdPrivacy at the price described on the quotation in Appendix A.**

{{Sig_es_:signer1:signature}}

{{ *Ttl1_es_:title }}

{{Dte_es_:signer1:date}}

Signature

Title

Date



APPENDIX A – Quotation for EdPrivacy

(Additional Terms of Sale)

Date: 12/7/2020
 Quote # 10901
Expires: Jan 18th, 2021

TO Aaron Isaacs
 Jefferson County Public Schools
 3332 Newburg Road
 Louisville, KY 40218

License Description / Term	List Price (per student per year)	*Limited time discount	Annual Fee
		<i>Valid thru Friday Jan 18th, 2021</i>	
EdPrivacy / Annual License	\$2.99 @ 110,000 = \$299,000	48% discount (Tiered)	
		(\$1.45 @ 110,000 = 159,500)	159,500
		Subtotal	159,500
		Sales Tax	0.00
		Total	159,500

Quotation prepared by: Jim Onstad

This is a quotation on the licenses named, subject to the conditions noted below:

Student population will be re-evaluated once per year prior to agreement renewal date.

Invoice to be issued upon completion of Client Access Agreement and Purchase Order if needed.

***\$1.45 per student, per year granted if quote is signed and filed by Jan 18th, 2021.**