

**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, inclusive of its affiliates, organized under the laws of New York. ("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 July 28, 2021 and will terminate 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 July 28, 2021: Contractor shall provide software licenses to various schools for digital education products. Contractor's current digital education products and individual prices are listed in the umbrella quote, which is attached hereto as Attachment C and incorporated herein by reference. Mary Glasgow magazines are excluded from the digital education products available under this Contract and access to Mary Glasgow magazines requires a separate written addendum.
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**. For the purposes of this Agreement, "De-identified student data," which refers to data generated from student's usage of the Services from which all personally identifiable information has been removed so that it cannot reasonably be used to identify an individual student in accordance with 34 CFR 99.31(b)(1), shall not be considered confidential data. 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, excluding standard updates or revisions to off-the-shelf licensed digital products such as features and content updates made across the board for all licensees of current versions of such products. For the avoidance of doubt, if end users, including JCPS personnel (e.g., teachers, administrators or other staff) and the parents of participating students, establish user credentials to use Services licensed hereunder, and elect to use such credentials to access other Service Provider products or services and/or to create a general account with Service Provider, or if such end users use pre-existing user credentials otherwise established with Service Provider to access Services licensed hereunder, then uses of any such user credentials in connection with other Service Provider products, services or accounts shall not be prohibited hereby, and shall be subject to the terms applicable thereto, not the terms hereof. Nothing contained herein shall preclude Services Provider from notifying JCPS personnel of product updates and / or otherwise communicating with them regarding their existing business relationship.

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 attributable 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 sixty days (60) 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. Notwithstanding the immediately preceding sentence, Service Provider may disclose confidential data to a third party service provider engaged by it to perform services necessary for it to perform the Services, provided such third party is subject to binding confidentiality and security obligations no less stringent than those contained herein. 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 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 data necessary for this to perform their job functions;
  - f. Employees must abide by Service Provider's confidential policy, attached as **Attachment B**, when they are hired. Thereafter, employees have to read and acknowledge company information and security policies and/or receive training on data security and student data privacy 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.
8. 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:
- a. 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."
  - b. 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.
  - c. Pursuant to KRS 365.734(2), Services Provider shall not sell, disclose, or otherwise process student data for any commercial purpose.
  - d. 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, contractors, 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 Juan Castillo as the primary contact, and Raghu Sankaran as a secondary contact (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 sixty (60) days of the termination at the written request of the disclosing party, the other party's confidential information shall be returned, de-identified, or destroyed 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 specifically requested by JCPS. 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 sixty (60) days after the end of the term, the receiving party shall return, de-identify, 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, including but not limited to 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**

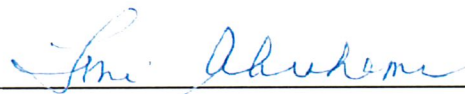
JCPS is not an employee, agent, partner or co-venturer of or with Services Provider. Neither Services Provider nor JCPS shall represent or imply to any party that it has the power or authority to enter into a contract or commitment in the name of or on behalf of the other, or to otherwise bind the other.

#### **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.  
The Scholastic Building, 557 Broadway (Entrance at 130 Mercer Street)  
New York, NY 10012

BY: 

Name: Toni R. Abrahams

Title: Vice President of Operations

Date: 6/22/21

**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****SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System	
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other application technology meta data-Please specify:	None <input type="checkbox"/>	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>	<input type="checkbox"/>
	Gender	<input type="checkbox"/>	<input type="checkbox"/>
	Ethnicity or race	<input type="checkbox"/>	<input type="checkbox"/>
	Language information (native, or primary language spoken by student)	<input type="checkbox"/>	<input type="checkbox"/>
	Other demographic information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>
Enrollment	Student school enrollment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student grade level	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Homeroom	<input type="checkbox"/>	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>	<input type="checkbox"/>
	Year of graduation	<input type="checkbox"/>	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>

Parent/Guardian Contact Information	Address			
	Email			

Category of Data	Elements	Check if Used by Your System		
	Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Special Indicator	English language learner information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Specialized education services (IEP or 504)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Email	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Provider/App assigned student ID number	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student app username	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Student app passwords	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Name	First and/or Last	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Other student work data -Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

- IP address may be collected as part of a log file to prevent cyber attacks. Cookies and IP addresses may be used to measure aggregate site usage and performance.



- Scholastic Classroom Magazines use IP data for in-product user verification.
- Scholastic's non-rostered products such as BookFlix use IP address for authentication; no individually identifiable data is collected. Alternative authentication for these products may be established on request and may include secure referring web pages, an embedded URL, or common user names and passwords (not individual ones).
- For Scholastic's rostered products, the platform will have the teacher name and an indication of the class, but not students' full schedules.
- Scholastic Literacy Pro contains questions that are used to determine reading interests so that the application can recommend titles for use in the application (not for marketing and not connected to any purchase either in-app or externally).
- State student IDs may be collected if the Division is using a third party rostering platform and opts to submit them. School districts using Clever have the ability to upload a range of enrollment information regarding individual students that Scholastic does not require or use in any way.

## **Attachment B**

### **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

**Attachment C**

**Software License Pricing**

**Attached hereto**

<b>BILL TO:</b>
Jefferson County KY

**Quote Number** 2021-04-12176

*Mail or fax PO to:* Scholastic Inc.

P.O. Box 7502

Jefferson City, MO 65102

FAX: 800-560-6815

email: [educationorders@scholastic.com](mailto:educationorders@scholastic.com)

<b>SHIP TO:</b>

<b>YOUR PO#</b>	
<b>TOTAL FROM BELOW</b>	\$ 44,475.95

*Digital Solutions Online Subscriptions*

*Yearly Subscriptions*







**CONTACT INFORMATION:**



Brent Porter  
BPorter@scholastic.com  
502.381.8488

**NEW BUSINESS**

YOUR PRICE expires: August 31, 2021

**Items listed are subject to availability.**

DESCRIPTION	ITEM #	# Of Schools	LIST PRICE	Your Price	AMOUNT
 Large School (701+ students)	831125	1		\$5,500.00	\$ 5,500.00
 Large School (500+ Students)	832396	1		\$3,995.00	\$ 3,995.00
 Medium to Large Implementation (250+ Students)	832975	1		\$3,500.00	\$ 3,500.00
 500+ students	828557	1		\$3,000.00	\$ 3,000.00
 Large (701+ students)	823279	1		\$3,500.00	\$ 3,500.00
					

DESCRIPTION	ITEM #	# Of Schools	LIST PRICE	Your Price	AMOUNT
<b>101+ Students per school</b>					
1 School	828572	1		\$1,435.95	\$ 1,435.95
2-4 Schools	828573			\$1,375.95	\$ -
5-10 Schools	828574			\$1,345.95	\$ -
11-20 Schools	828575			\$1,315.95	\$ -
21-30 Schools	828576			\$1,265.95	\$ -
31-50 Schools	828577			\$1,225.95	\$ -
51-75 Schools	828578			\$1,095.95	\$ -
75-150 Schools	828579			\$975.95	\$ -
PreK Price, up to 25 students (pre-approval required)	859747			\$275.00	\$ -
State Pricing (Per Student)				\$0.83	\$ -
					
<b>101+ Students per school</b>					
1 School	834919	1		\$750.00	\$ 750.00
2-5 Schools	860198			\$712.00	\$ -
6-10 Schools	860203			\$676.00	\$ -
11-50 Schools	860204			\$600.00	\$ -
51-100 Schools	860199			\$523.00	\$ -
100+ Schools	860196			\$499.00	\$ -
<b>NEXT STEP</b> <b>GUIDED READING</b> <b>ASSESSMENT</b>					
NSGRA K-6 Digital Renewal	855104	1		\$50.00	\$ 50.00
NSGRA K-6 Digital 2 Year Renewal	859156	1		\$65.00	\$ 65.00
					
<b>SHORT READS DIGITAL FICTION, GRADES K-3</b>					
Short Reads Digital Fiction (Levels A-Q): Small School (up to 249 students)	4ND812160			\$675.00	\$ -
Short Reads Digital Fiction (Levels A-Q): Medium School (250-499 students)	4ND812262			\$1,147.00	\$ -
Short Reads Digital Fiction (Levels A-Q): Large School (500+ students)	4ND812278			\$1,552.00	\$ -
<b>SHORT READS DIGITAL FICTION, GRADES 4-6</b>					
Short Reads Digital Fiction (Levels M-Z): Small School (up to 249 students)	4ND812161			\$675.00	\$ -
Short Reads Digital Fiction (Levels M-Z): Medium School (250-499 students)	4ND812261			\$1,147.00	\$ -
Short Reads Digital Fiction (Levels M-Z): Large School (500+ students)	4ND812277			\$1,552.00	\$ -
<b>SHORT READS DIGITAL FICTION, GRADES K-6</b>					
Short Reads Digital Fiction (Levels A-Z): Small School (up to 249 students)	4ND812162			\$1,013.00	\$ -
Short Reads Digital Fiction (Levels A-Z): Medium School (250-499 students)	4ND812258			\$1,688.00	\$ -
Short Reads Digital Fiction (Levels A-Z): Large School (500+ students)	4ND812276			\$2,025.00	\$ -
<b>SHORT READS DIGITAL NONFICTION, GRADES K-3</b>					
Short Reads Digital Nonfiction (Levels A-Q): Small School (up to 249 students)	4ND812250			\$675.00	\$ -

DESCRIPTION	ITEM #	# Of Schools	LIST PRICE	Your Price	AMOUNT
Short Reads Digital Nonfiction (Levels A-Q): Medium School (250-499 students)	4ND812296			\$1,147.00	\$ -
Short Reads Digital Nonfiction (Levels A-Q): Large School (500+ students)	4ND814458			\$1,552.00	\$ -
<b>SHORT READS DIGITAL NONFICTION, GRADES 4-6</b>					
Short Reads Digital Nonfiction (Levels M-Z): Small School (up to 249 students)	4ND812254			\$675.00	\$ -
Short Reads Digital Nonfiction (Levels M-Z): Medium School (250-499 students)	4ND812305			\$1,147.00	\$ -
Short Reads Digital Nonfiction (Levels M-Z): Large School (500+ students)	4ND814464			\$1,552.00	\$ -
<b>SHORT READS DIGITAL NONFICTION, GRADES K-6</b>					
Short Reads Digital Nonfiction (Levels A-Z): Small School (up to 249 students)	4ND812256			\$1,013.00	\$ -
Short Reads Digital Nonfiction (Levels A-Z): Medium School (250-499 students)	4ND812308			\$1,688.00	\$ -
Short Reads Digital Nonfiction (Levels A-Z): Large School (500+ students)	4ND814459			\$2,025.00	\$ -
<b>SHORT READS DIGITAL NONFICTION AND FICTION, GRADES K-3</b>					
Short Reads Digital Nonfiction and Fiction (Levels A-Q): Small School (up to 249 students)	4ND812307			\$1,215.00	\$ -
Short Reads Digital Nonfiction and Fiction (Levels A-Q): Medium School (250-499 students)	4ND814470			\$2,066.00	\$ -
Short Reads Digital Nonfiction and Fiction (Levels A-Q): Large School (500+ students)	4ND814469			\$2,795.00	\$ -
<b>SHORT READS DIGITAL NONFICTION AND FICTION, GRADES 4-6</b>					
Short Reads Digital Nonfiction and Fiction (Levels M-Z): Small School (up to 249 students)	4ND812309			\$1,215.00	\$ -
Short Reads Digital Nonfiction and Fiction (Levels M-Z): Medium School (250-499 students)	4ND814481			\$2,066.00	\$ -
Short Reads Digital Nonfiction and Fiction (Levels M-Z): Large School (500+ students)	4ND814482			\$2,795.00	\$ -
<b>SHORT READS DIGITAL NONFICTION AND FICTION, GRADES K-6</b>					
Short Reads Digital Nonfiction and Fiction (Levels A-Z): Small School (up to 249 students)	4ND812310			\$1,823.00	\$ -
Short Reads Digital Nonfiction and Fiction (Levels A-Z): Medium School (250-499 students)	4ND814471			\$3,038.00	\$ -
Short Reads Digital Nonfiction and Fiction (Levels A-Z): Large School (500+ students)	4ND814472	1		\$3,645.00	\$ 3,645.00
<b>SCHOLASTIC CLASSROOM MAGAZINES</b>					
Choices®	436	# Of Students		\$8.55	\$ -
DynaMath®	404			\$6.25	\$ -
Junior Scholastic®	420			\$7.65	\$ -
Let's Find Out®	408			\$5.35	\$ -



DESCRIPTION	ITEM #	# Of Schools	LIST PRICE	Your Price	AMOUNT
Let's Find Out® Spanish	474			\$5.35	\$ -
My Big World with Clifford™	406			\$4.95	\$ -
Scholastic Action®	422			\$8.55	\$ -
Scholastic Art®	444			\$8.10	\$ -
Scholastic MATH®	448			\$7.65	\$ -
Scholastic News® Edition 1	410	80		\$5.35	\$ 428.00
Scholastic News® Edition 2	412	80		\$5.35	\$ 428.00
Scholastic News® Edition 3	414	80		\$5.35	\$ 428.00
Scholastic News® Edition 4	416	80		\$5.35	\$ 428.00
Scholastic News® Edition 5/6	418	80		\$5.35	\$ 428.00
Scholastic Scope®	450			\$8.99	\$ -
Science World®	440			\$8.55	\$ -
Storyworks®	438			\$7.65	\$ -
Storyworks® 3	402			\$7.65	\$ -
Storyworks® 2	424			\$7.65	\$ -
SuperScience®	446			\$6.75	\$ -
The New York Times Upfront®	458			\$8.99	\$ -
<b>Foreign Language Magazines</b>					
¿Qué Tal?® Level 1	478			\$7.45	\$ -
Ahora® Level 2	480			\$7.45	\$ -
El Sol® Level 3	482			\$7.45	\$ -
Allons-y !® Level 1	484			\$7.45	\$ -
Bonjour® Level 2	486			\$7.45	\$ -
Ça Va ?® Level 3	488			\$7.45	\$ -
Chez Nous® Level 4	490			\$7.45	\$ -
Das Rad® Level 1	492			\$7.45	\$ -
Schuss® Level 2-3	494			\$7.45	\$ -
<b>Science Spins</b>					
Science Spin® Edition K-1	600			\$0.99	\$ -
Science Spin® Edition 2	602			\$0.99	\$ -
Science Spin® Edition 3-6	604			\$0.99	\$ -
Denotes change over 2020-21.					
* Minimum order for stated pricing: 5 for My Big World, Let's Find Out, and Let's Find Out Spanish; 10 for all other titles.					
** Minimum order for all Digital-Only orders is 20 student subscriptions.					
*** Science Spins are not available separately, and will match the quantity and model (Print with Digital or Digital-Only) of the primary order.					
<b>S&amp;H Applies:</b>					
RISE Teacher Add-On Packs					
<b>Rise/Rise Up Teacher Pack</b>	717136	10		\$700.00	\$ 7,000.00
<b>Components</b>					
RISE Implementation Guide-1					
RISE Station 1 Handbook-1					
RISE Station 3 Handbook-1					
RISE Station 2 Handbook-1					
RISE Station 4 Handbook-1					
RISE Up Station 1 Handbook-1					
RISE Up Station 2 Handbook-1					
RISE Up Station 3 Handbook-1					
RISE Implementation Guide-1					
RISE Online Digital Licenses-10					
<b>Rise Teacher Pack</b>	717137	10		\$450.00	\$ 4,500.00
<b>Components</b>					
RISE Implementation Guide-1					
RISE Station 1 Handbook-1					
RISE Station 3 Handbook-1					
RISE Station 2 Handbook-1					

DESCRIPTION	ITEM #	# Of Schools	LIST PRICE	Your Price	AMOUNT
RISE Station 4 Handbook-1 RISE Online Digital Licenses-5	717138	10		\$400.00	\$4,000.00
Rise Up Teacher Pack					
Components					
RISE Implementation Guide -1					
RISE Up Station 1 Handbook -1					
RISE Up Station 2 Handbook -1					
RISE Up Station 3 Handbook -1					
RISE Online Digital Licenses-5					
*State law requires sales tax be added to your order unless we have sales tax exemption certificate on file. Tax on this quote may be your estimated tax, <b>actual tax will be charged at the time of shipping</b> . Scholastic terms are FOB shipping point unless otherwise noted on the purchase order. If tax has been added to your order and you are exempt from sales tax, please fax your "sales tax exemption certificate" to 1-800-560-6815 or mail to Scholastic Inc., 2931 E. McCarty Street, Jefferson City, MO., 65101.  <b>THANK YOU FOR YOUR BUSINESS!</b> Customer Service: 1-800-724-6527 Option 3				Subtotal	\$43,080.95
				9% S&H	\$1,395.00
				*Tax ____%	
				TOTAL	\$44,475.95
Most deliveries in the US can be expected in approximately 2 weeks after your order/PO is received.	Expedited orders are subject to approval and will require a 14% upcharge on all products.	F.O.B. POINT	NEED BY DATE:	TERMS	
		Jefferson City, MO		Net 30	
Prices subject to change - prices based on total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved.					