

Renaissance

Quote
3117929

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Fayette County Public Schools - 95854
PO Box 55490
Lexington, KY 40555-5490
Contact: Brooke Stinson - (859) 381-4100
Email: brooke.stinson@fayette.kyschools.us

Reference ID: 685821

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$59,880.00
Applied Discounts	\$(7,463.98)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$52,416.02

This quote includes: FastBridge.

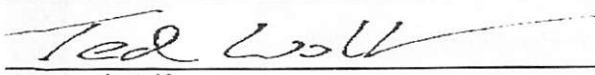
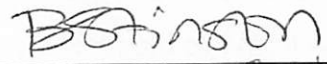
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Fayette County Public Schools - 95854
	By: 
Name: Ted Wolf	Name: Brooke Stinson
Title: VP - Corporate Controller	Title: Director of Assessment
Date: 4/15/2024	Date: 4-18-24
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Jon Decker at (678)214-6969. Thank You.

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All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 90-90 days for installation and set-up.



450 Park Place
Lexington, KY 40511
Phone: (859) 381-4100
FCPS.net

Board of Education:
Tyler Murphy, Chair
Amy Green, Vice Chair
Amanda Ferguson
Marilyn Clark
Jason Moore

Superintendent:
Demetrus Liggins, PhD

An Equal Opportunity
School District

Memorandum of Agreement: Data Sharing Agreement

PARTIES

1. Fayette County Public Schools ("FCPS") is a public school district organized and existing under and pursuant to the constitution and laws of the State of Kentucky and with a primary business address at 450 Park Place, Lexington, Kentucky 40511.
2. Renaissance Learning, Inc. ("Contractor") provides FastBridge and FASTflex per Q3051971 [CONTRACTOR TO INSERT DESCRIPTION] with a primary place of business at 2911 Peach Street, Wisconsin Rapids, WI 54494 [ADDRESS].

PURPOSE AND SCOPE

1. The purpose of this Data Sharing Agreement ("DSA") is to allow FCPS to provide the Contractor with student and teacher personally identifiable information (PII) data and the subsequent processing of that data.
2. This Agreement is meant to ensure that both parties adhere to the requirements concerning the use of student information protected under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99; to the extent applicable, the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. §6501-6506, 16 Code of Federal Regulations Part 312
3. This DSA shall be effective as of 4/16/2024 ("Effective Date"), terminating on 06/30/2029 and shall not continue longer than five (5) years.
4. This Agreement is deemed to be made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky, pursuant to KRS 61.932 and KRS 365.734.

5. This Agreement excludes any data which is freely and publicly available through other sources.

PROCESS FOR DATA TRANSFER

FCPS and the Contractor will at the appropriate time agree on a file or data sharing process that will involve the encrypted transfer of the data via the public network.

FCPS DUTIES

FCPS shall provide confidential data in compliance with all applicable federal, state, and local privacy laws, rules, and regulations.

CONTRACTOR DUTIES

The Contractor warrants that it will:

1. Use this data only for the joint project outlined above.
2. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations pertaining to data privacy and security, including but not limited to FERPA; the Kentucky Family Educational Rights and Privacy Act, KRS 160.700 et seq.; the Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.932 et seq.;
3. While in possession of this data maintain it in a secure, non-public location.
4. Allow FCPS access to any relevant records for the purposes of completing authorized audits
5. Ensure that the student data will be accessed, used and manipulated **only** by those individuals necessary for the successful implementation of the project.
6. Advise all individuals accessing the data on proper procedures for securely maintaining the data.
7. Take appropriate technical and organizational measures against the unauthorized or unlawful accessing of the data.

8. Securely delete all copies of the student data when they are no longer required. "Securely delete" means that industry-standard methods will be taken for the purpose of ensuring that no unauthorized person shall be able to reasonably locate or extract the data after the deletion date.
9. Promptly comply with any request from FCPS to amend, transfer or delete the data or a subset thereof.
10. The Contractor 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 purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose.
11. To the extent permitted by law, the Contractor assumes all liability for damages which may arise from its use, storage or disposal of the data. FCPS will not be liable to the Contractor for any loss, claim or demand made by the Contractor, or made against the Contractor by any other party, due to or arising from the use of the data by the Contractor, except to the extent permitted by law when caused by the gross negligence or willful misconduct of FCPS.
12. Defend, indemnify, and hold harmless FCPS its agencies, officers and employees from any and all claims of any nature, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this Agreement, except for claims resulting from or arising out of the FCPS' sole negligence. The legal defense provided by the contracting party to FCPS under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the FCPS is necessary. The contracting party also agrees to defend, indemnify, and hold FCPS harmless for all costs, expenses, and attorneys' fees finally awarded by a court or that are included in a settlement entered into by the parties. FCPS agrees to notify the contracting party of such a claim within a reasonable time and agrees to cooperate with the contracting party in the defense and any related settlement.

DATA BREACH ACT

In the event of an confirmed unauthorized release, disclosure, or acquisition of confidential data that compromises the security, confidentiality, or integrity of the confidential data maintained by the Contractor, the Contractor shall provide notification to FCPS within ~~seventy-two (72) hours~~ three (3) business days of confirmation of the incident. The contractor shall follow the following process:

1. The security breach notification described above shall include, at a minimum, the following information to the extent known by the Contractor and as it becomes available:
 - a. The name and contact information of the individual reporting a breach subject to this section
 - b. A list of the types of personal information that were or are reasonably believed to have been subject of a breach.
 - c. If the information is not possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
 - d. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.
2. The Contractor agrees to adhere to all federal and state requirements with respect to a data breach related to the confidential data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
3. The Contractor further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incidents or unauthorized acquisition or use of confidential data or any portion thereof, including personally identifiable information and agrees to provide FCPS, upon request, with a summary of said written incident response plan.
4. FCPS shall provide notice and facts surrounding the breach to the affected students, parents or guardians, or staff, as applicable.
5. In the event of a breach originating from FCPS's use of service, the Contractor shall cooperate with FCPS to the extent necessary to expeditiously secure the confidential data.
6. If the Contractor receives personal information as defined by and in accordance with Kentucky Personal Information Security and Breach Investigation Procedure and Practices Act, KRS 61.932, *et seq.*, the Contractor 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 KRS

61.932, *et seq.*, 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-affiliate 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. The Contractor shall not re-disclose, without the written consent of FCPS, 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. The Contractor agrees to cooperate with FCPS in complying with the response, mitigation, correction, investigation, and notification requirements of KRS 61.931, *et seq.*
- e. The Contractor agrees to undertake a prompt and reasonable investigation of any confirmed breach as required by KRS 61.933.

7. If the Contractor 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"), The Contractor agrees that:
 - a. The Contractor shall not process student data for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the Contractor receives express permission from the student's parent. The Contractor shall work with the students' 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), the Contractor 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 purpose, and shall not sell, disclose, or otherwise process student data for any commercial purpose.
 - c. Pursuant to KRS 365.734 (3), the Contractor shall certify in writing to the agency that it will comply with KRS 365.734 (2).
8. Within 48 hours of completion of the investigation, the contracting party shall notify the above if the investigation finds that the misuse of personal information occurred or is likely to occur.

NOTICES

All notices or other communication required or permitted to be given pursuant to this agreement may be given via e-mail transmission, or certified mail, sent to the designated representatives below.

The designated representative for FCPS for this DSA is:

Name: Raymond Ross Title: Information Security Manager

Address: 450 Park Place, Lexington, KY 40511

Phone: (859) 381-3886 Email: raymond.ross@fayette.kyschools.us

The designated representative for the Contractor for this DSA is:

Name: Bob Stasio Title: Chief Information and Security Officer

Address: 2911 Peach Street, Wisconsin Rapids, WI 54494

Phone: (800) 338-4204 Email: informationsecurity@renaissance.com

DATA OPT OUT


FCPS may provide a mechanism for students, parents or guardians to opt out of any data sharing agreement with any contracting party.

SUCCESSORS BOUND

This DSA is and shall be binding upon the respective successors in interest to Contractor in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Contractor sells, merges, or otherwise disposes of its business to a successor during the term of this DSA, the Contractor shall provide written notice to FCPS no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the DSA and any obligations with respect to confidential data within the service agreement. FCPS has the authority to terminate the DSA if it disapproves of the successor to whom the Contractor is selling, merging, or otherwise disposing of its business.

IN WITNESS WHEREOF, FCPS and the Contractor execute this DSA as of the Effective Date above.

FCPS Superintendent/Designee (Print full name/title)

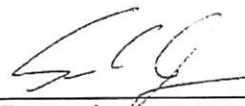


FCPS Superintendent/Designee (Signature)

Date

Scott Johnson

Contracting party representative (Printed)



Contracting party representative (Signature)

04/16/2024

Date

