

JESSE BACON, SUPERINTENDENT
ADRIENNE USHER, ASSISTANT SUPERINTENDENT
BRANDY HOWARD, CHIEF ACADEMIC OFFICER
TROY WOOD, CHIEF OPERATIONS OFFICER

TO: Dr. Jesse Bacon, Superintendent
FROM: Dr. Amy Compton, Director of Secondary Education
RE: Bullitt East Chalk Talk Data Sharing Agreement
DATE: May 13, 2025

Please see the attached contract between Bullitt East High School and Chalk Talk Solutions, Inc. This platform will be used to enhance student performance on the ACT.

This contract has been reviewed by Dinsmore & Shohl LLP. Please approve this contract at the June Board Meeting.

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION



NATE FULGHUM, PRINCIPAL
ANGELA BINKLEY, ASSISTANT PRINCIPAL
MIKE SETTLES, ASSISTANT PRINCIPAL
ONDREA SMALLWOOD, ASSISTANT PRINCIPAL

Date: May 12th, 2025

To: Dr. Jesse Bacon, Superintendent

From: Nate Fulghum, Principal, Bullitt East High School

Re: Chalk Talk Data Sharing Agreement Contract Request

Bullitt East High School is requesting board approval to enter into a **Data Sharing Release Agreement with ChalkTalk**, an adaptive, teacher-led curriculum platform designed to enhance student performance on standardized assessments such as the ACT, SAT, and PSAT. We will use it to enhance performance on the ACT.

This agreement will enable **ChalkTalk to be integrated into our Clever system**, allowing for seamless access and use by both students and teachers. The platform offers differentiated instruction and personalized learning pathways aligned with ACT standards, and we plan to use it as a **curriculum support tool specifically aimed at improving ACT performance** among our students.

Approval of this agreement will allow us to provide targeted, data-driven academic support, enhancing our efforts to ensure college and career readiness. The agreement has already been reviewed by our district legal team and edited to meet our needs.

Thank you for your consideration.

Chalk Talk Information

Chalk Talk Data Sharing Agreement - Signature Needed

Sincerely,

N.S. Fulghum

Nathan Fulghum
Principal
Bullitt East High School
502-869-6400
natefulghum@bullitt.kyschools.us

DATA SHARING AGREEMENT

This Data Sharing Agreement (“AGREEMENT”) is made between _____, a local education agency located in _____ (“LEA”) and ChalkTalk Solutions, Inc. (“VENDOR”). The LEA and VENDOR may be referred to individually as a “Party,” and collectively as the “Parties.”

1. PURPOSE

- 1.1 For VENDOR to provide certain products and services to LEA it may become necessary for LEA to share certain Data with VENDOR as outlined in **Exhibit A**.
- 1.2 The purpose of this Agreement is to outline the responsibilities and commitments of the Parties in providing the Data.

2. DEFINITION, USE, AND TREATMENT OF DATA

- 2.1 “Data” – shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the LEA (or any authorized end user(s)) uploads, enters, or submits to VENDOR, including through the use of VENDOR’s products or services. “Data” also specifically includes all personally identifiable information in education records, directory data, and other non-public information.
- 2.2 “Personally Identifiable Information” – As used in this Agreement, “Personally Identifiable Information” or “PII” means any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.); or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. PII also means any student information, if any, identified as such in the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C., Sec 1232g and specifically in the definition of “Personally Identifiable Information” in 34 C.F.R. 99.3.
- 2.3 “De-identified Information” – As used in this Agreement, “De-identified Information” means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: the student name; the name of a parent or other family members; the address or the address of a family member; a personal identifier, such as a social security number, student/employee number, or biometric record; other indirect identifiers, such as the date of birth, place of birth, and mother’s maiden name; other information that, alone or in combination, is linked or linkable to a specific individual that would allow a reasonable person in the community and/or school community, who does not have personal knowledge of the relevant circumstances, to identify the person with reasonable certainty; or information requested by a person who VENDOR reasonably believes knows the identity of the individual to whom the record relates.
- 2.4 All Data accessed or used by the VENDOR shall at all times be treated as confidential by VENDOR and shall not be copied, used or disclosed by VENDOR for any purpose not

related to providing services to the LEA or evaluating the performance of said services. VENDOR recognizes that PII is protected against disclosure by Federal and State Statutes and Regulations, and VENDOR agrees to comply with said restrictions. Any publication or dissemination of Data by the Parties needs to be converted to De-identified Information as further outlined in this Agreement. The Parties shall not re-disclose PII in any way that causes a breach of confidentiality. The Parties will limit access to the PII only to persons identified in this Agreement as having a legitimate interest in accessing the PII.

- 2.5 The Parties acknowledge that the LEA is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (FERPA), which law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of PII in education records. The Parties agree that VENDOR is a "school official" under FERPA and has a legitimate educational interest in PII from education records because VENDOR: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and re-disclosure of PII from education records.
- 2.6 The Parties expect and anticipate that VENDOR may receive PII in education records from the LEA only as an incident of service or training that VENDOR provides to the LEA. VENDOR shall be permitted to use any such PII in education records as a function of performing its duties and obligations. VENDOR represents that it shall not use or further disclose any PII in education records other than as a function of performing its duties and obligations.
- 2.7 VENDOR acknowledges and agrees that LEA owns and retains all rights, title, and interest to, or has appropriate possessory rights in Data. VENDOR makes no claim of license, title or ownership to or in Data.
- 2.8 LEA acknowledges and agrees that De-identified Information and only De-identified Information can be used by VENDOR for marketing material and dissemination publicly including but not limited to on its website, social media, and in communication with other organizations.

3. TERM AND TERMINATION

- 3.1 This Agreement will commence as of the later date that both Parties have signed the agreement below and shall terminate 12 months from the later of the two signature dates. At any time, this Agreement may be extended by mutual agreement of the Parties in writing.
- 3.2 Either Party may terminate this Agreement for any reason by giving thirty (30) days' written notice of termination to the other Party.

4. METHOD OF DATA COLLECTION, USE, ACCESS, AND TRANSFER

- 4.1 VENDOR will only collect Data as necessary to fulfill its duties and services under this Agreement.

- 4.2 VENDOR will use Data only for the purpose of fulfilling its duties, provide services, and improve its services under this Agreement.
- 4.3 The VENDOR and its agents will establish specific safeguards to assure the confidentiality and security of PII. If encrypted identifiable information is transferred electronically through means such as the Internet, then said transmissions will be consistent with the rules and standards promulgated by Federal statutory requirements regarding the electronic transmission of PII. VENDOR shall store and process Data in accordance with industry best practices. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use.
- 4.4 VENDOR must maintain reasonable administrative, technical, and physical safeguards to protect the confidentiality of information transmitted online, including but not limited to encryption, firewalls, and Secure Sockets Layer (SSL). All of the VENDOR's personnel handling Data must be trained by VENDOR on information security. VENDOR's information security policy must require that all personnel who come into contact with LEA Data receive training on the proper techniques for handling such Data. If applicable to the services provided by VENDOR, VENDOR must implement policies and practices pursuant to various security rules and regulations relating to the security and safeguarding of data, including the Payment Card Industry Security Standards (PCI-DSS).

5. CONFIDENTIALITY

- 5.1 To the extent that both Parties will come into possession of student records and information, and to the extent that both Parties will be involved in the survey, analysis, or evaluation of students incident to this Agreement, both Parties agree to strictly comply with all the applicable requirements of the FERPA, the Children's Online Privacy Protection Act (COPPA), and the Protection of Pupil Rights Amendment ("PPRA").
- 5.2 Subcontractors: VENDOR may employ third parties to assist with the performance of the services; however, VENDOR is solely responsible for ensuring that any third party performing services under the Agreement is bound by the obligations of confidentiality and assignment provided herein.

6. LIMITATION OF LIABILITY AND MUTUAL INDEMNIFICATION

- 6.1 VENDOR's total liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability, shall not exceed the total fees paid by the LEA to VENDOR under this Agreement in the twelve (12) months preceding the date on which the claim arose. In no event shall VENDOR be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, data, or business opportunities, even if VENDOR has been advised of the possibility of such damages.

7. MISCELLANEOUS TERMS

- 7.1 The headings appearing in this Agreement have been used for reference purposes only and shall not affect the interpretation of this Agreement.

- 7.2 If any clause or term of this Agreement should be invalid, unenforceable, or illegal, then the remaining terms and provisions of this Agreement shall be deemed to be severable there from and shall continue in full force and effect.
- 7.3 The terms of this Agreement may be modified only upon a prior written amendment agreement executed by all Parties to this Agreement.
- 7.4 This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior and contemporaneous oral or written agreements between the Parties.

[SIGNATURE PAGE FOLLOWS]

13. SIGNATURE CLAUSE

The Parties have caused this Agreement to be executed by their duly authorized representatives. By signing this Agreement, the LEA and VENDOR signify that each Party understands and will comply with the conditions stated above.

ChalkTalk Solutions, Inc.

LEA

By: Signed by:
Eddie Vaisman
881AC2071039488...

By: _____

Name: Eddie Vaisman

Name: _____

Title: COO

Title: _____

Date: 4/23/2025

Date: _____

Exhibit A

Services Rendered by ChalkTalk

ChalkTalk is a software product that provides the following components:

- **Whole group instructional materials:** Items like student-facing slides, instructional visual aids, and teaching scripts are designed to facilitate instruction by the teacher.
- **Small group activities:** Students are grouped heterogeneously based on their skill level through the ChalkTalk software. In these activities, they are asked to complete the practice questions individually, then with their small groups in which they have to collaborate on the same answer to submit, and finally with the teacher in a whole group setting.
- **Individual practice:** Finally, students apply what they've learned through personalized practice that matches their skill levels.
- **Study hall:** Students can access videos including those with interactive and adaptive branching.
- **Dashboard and Reports:** for teachers and administrators to monitor progress
- **Testing**

In addition, ChalkTalk may provide the following services, with or without third parties:

- **Impact studies.** Evaluating program efficacy and summarizing student performance.
- **ESSA studies.** Third-party certified evaluation of program efficacy
- **In-app Chat Support.** To quickly answer questions directly from the app.
- **Account Manager.** To plan and manage the implementation.
- **Customer Support 1:1 Teacher Meetings.** To help teachers that request 1:1 attention.
- **Teacher Onboarding Training Session.** To teach teachers the fundamentals of how to use the platform such as administer tests and teaching lessons.
- **Data Coaching Training Session.** To teach teachers how to use skill levels for modifying scope and sequence as well as classroom management.
- **Administration Training Session.** To teach administrator and coaches how to track teacher and student usage so ensure program fidelity.

Fwd: Chalk Talk Data Sharing Agreement Memo

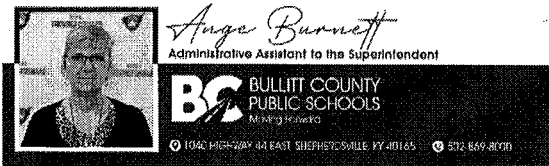
1 message

Burnett, Angela <angela.burnett@bullitt.kyschools.us>

Mon, May 12, 2025 at 1:49 PM

To: Amy Allen Compton <amy.allencompton@bullitt.kyschools.us>, Kara Meredith <kara.meredith@bullitt.kyschools.us>, "Fulghum, Nate" <nate.fulghum@bullitt.kyschools.us>

I don't get these directly, they have to come from a director. I have forwarded on Kara and Dr. Compton to put on the agenda if approved on their end.



"Just one small positive thought in the morning can change your whole day."

----- Forwarded message -----

From: **Fulghum, Nate** <nate.fulghum@bullitt.kyschools.us>

Date: Mon, May 12, 2025 at 1:30 PM

Subject: Chalk Talk Data Sharing Agreement Memo

To: Burnett, Angela <angela.burnett@bullitt.kyschools.us>

Cc: Howard, Brandy <brandy.howard@bullitt.kyschools.us>, Angela Binkley <angela.binkley@bullitt.kyschools.us>

Hi Mrs. Burnett,

Linked below is a memo request to enter in a data sharing agreement with Chalk Talk. I am requesting it be added to the next board agenda for consideration of approval and signature from Dr. Bacon.

Chalk Talk Data Sharing Agreement Memo

Thank you!

