DATE:
August 8, 2025

AGENDA ITEM (ACTION ITEM):
Consider/Approve agreement with Magic School pending board attorney approval

APPLICABLE BOARD POLICY:
01.1 Legal Status of the Board

HISTORY/BACKGROUND:
Our district remains committed to instructional excellence, operational efficiency, and future-ready learning. We strive to equip our staff and students with access to high-quality resources. As educational demands shift in response to advances in artificial intelligence (AI) and workforce innovation, it is essential that our staff and students have access to tools that reflect the realities of the 21st century. Magic School is an Artificial Intelligence (AI) platform specifically built for K-12 education. The platform helps streamline lesson planning, differentiate instruction, support MTSS processes, and automate a variety of operational responsibilities. While reducing time spent on routine tasks for staff, it simultaneously introduces students to the responsible and effective use of AI, a skill increasingly in demand across all sectors. This platform will allow for integration with other platforms such as our district learning management system (LMS) allowing teachers and students to access AI-powered tools directly within their existing workflows.

FISCAL/BUDGETARY IMPACT:
$155,250 Three Year Pricing Agreement/General Funds

RECOMMENDATION:
Approval   agreement with Magic School pending board attorney approval

CONTACT PERSON:
Shawna Harney

_____	_____	_____
Principal/Administrator	*District Administrator*	*Superintendent*

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

MAGIC SCHOOL

The leading AI platform for educators and students

Amplify educator impact. Unlock student potential.

Kenton County School District
August 2025

Why Choose MagicSchool?

MAGIC
SCHOOL

What is MagicSchool?

The most comprehensive AI platform for educators.

80+ AI tools for educators to support teachers in standards-aligned instruction, communication, differentiation, assessment, and more.

AI tools for students, monitored by teachers.

50+ AI tools for students that provide personalized support, tutoring, feedback, chatbots, and image generation—all customizable to meet students' needs.

Save teachers time so they can direct their energy toward what matters most—igniting their passion for teaching.

Amplify teacher impact and unlock student potential through personalized learning that supports diverse student needs.

Build students' AI skills and competencies so they're prepared for a tech-driven future filled with opportunity.

Harness the power of AI safely and responsibly to accelerate priorities while protecting your students, schools, and district.

Who is it for?

MagicSchool for Educators

All school and district staff members, including educators, administrators, school building staff, and district office staff.

MagicSchool for Students

Teachers curate and create MagicStudent rooms then invite students to join by link or Join Code. With an SSO integration, your students can have accounts for historical data and so that teachers can see students' real names in their dashboards.

Watch our overview video to see the platform in action.
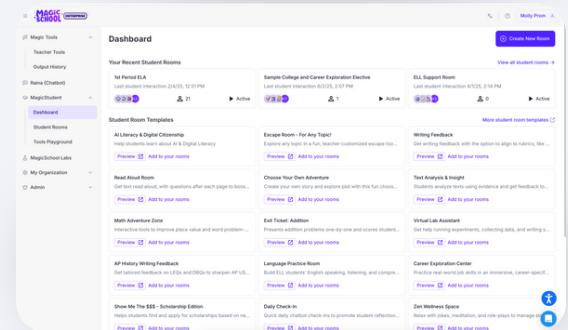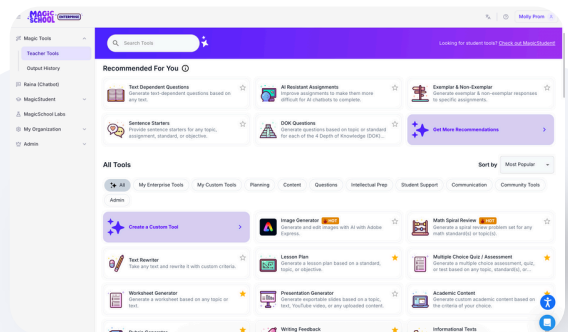
Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Our Mission

Amplify educator impact. Unlock student potential.

AI-equipped educators create transformed schools that unlock every students' potential. The transformation begins with every educator using AI themselves to amplify their productivity in service of students.

As educators become proficient using AI safely and productively, they bring transformative learning experiences using AI to personalize learning, inspire curiosity and imagination, and drive student outcomes.

How it works: Generative AI built for educators, by educators.

Educator / student tools infused with your school knowledge and customizations.

Built for the safety needs of schools from the ground up.

Powered by the most powerful AI models, vetted and safe for education.

Gemini   Adobe
OpenAI   ✳ Claude

We have special partnerships with each of these providers and do NOT share any of your data with them to train their models.

MAGIC SCHOOL

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Enterprise Partnership

Moving to Enterprise isn't just about unlocking more tools—it's a strategic decision. One that empowers your curriculum, technology, and leadership teams to align around safe, effective, and scalable use of AI across every school. MagicSchool Enterprise gives you full visibility and control, while supporting the educators who are already embracing AI in their classrooms. You don't just get more tools—you get alignment, trust, and measurable outcomes. **This is your moment to lead with clarity, protect your investments, and give your teachers what they need to use AI responsibly and well.**

Complete customization
Tailor teacher tools to your district's specifications, and deploy organization-wide to create culture and consistency.

Advanced data analytics
Access school- and district-level usage reports to monitor trends and optimize AI adoption.

Robust training resources
Built-in training options with exemplars included in every tool—plus, highly-rated PD and certification courses.
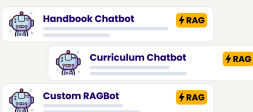
School and district-wide configurations
Admins can create, manage, and test customized tools before deploying across their district— ensuring educator and student tools align with goals and policies.

Embed your curriculum and policies
Our tools are built with RAG technology, allowing you to upload your own content like curriculum guides, handbooks, or district policies and transform them into context-aware assistants that generate district-specific responses.

Advanced data dashboards
Monitor usage trends with insights at the school and district levels. Identify patterns in teacher and student activity to guide decisions using Student Room Insights.

Enhanced moderation for safety
Receive real-time alerts for improper use or inappropriate behavior to ensure students are using AI safely. Take control over AI-generated content while upholding your district's values and standards by adjusting moderation rules (optional).
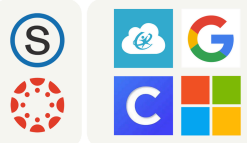
Seamlessly integrate your LMS and SSO platform
Integrates with leading LMS platforms like Canvas and Schoology. Login with Single Sign-On using Clever, Classlink, Google, and Microsoft for streamlined workflows and enhanced security.

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Responsible AI Usage

We're more than a technology partner - we are here with you every step of the way as your determine the policies, tools and structures to promote responsible AI use across your district. It's a strategic leadership decision to ensure AI is used responsibly, consistently, and in support of your district's goals.

AI Literacy: Empower students to lead in the age of AI. AI isn't the future—it's the present. Whether it's in school, jobs, or everyday life, knowing how to use AI responsibly is a must-have skill. With MagicSchool your students are not just learning—they're preparing for the world ahead.

AI Equity: AI should close gaps, not widen them. Using MagicSchool districtwide addresses equity in access, representation, and implementation to make sure AI benefits every learner.

AI Policies: With over 13,000 schools and districts partnered, we have seen the best exemplar AI policies and can support the development of yours.

AI Support: We offer robust resource to support all relevant stakeholders in using AI—including certification courses, in-app features and PD.

	Training and Certification	In-Platform Support and Guardrails	In-App Tools and Other Resources
Educators	**Level 1 PD Course** that covers AI Prompting 101 **Free Educator Certification Courses**	**Pre-built AI Literacy Student Room** **Student Room Insights** **Responsible-use guardrails** within MagicSchool	**AI Prompt Assistant Tool** **AI Resistant Assignment Tool** **Raina Chatbot,** your AI thought partner
Students	**Student-Facing Presentation Slides** **Free AI Literacy Student Certification Courses**	**AI best practice reminders** **Pre-built AI Literacy Student Room** **Responsible-use guardrails** within MagicStudent	**AI Literacy Bot Tool** **AI Prompt Assistant Tool**
Parents	**Parent-Facing Presentation Slides** introducing MagicSchool	**Student Contract** pledging safe, ethical, and responsible use of MagicStudent	**Parent Letter** ensuring families are informed about MagicSchool

Privacy and Security

We are committed to the requirements and responsibilities under key legislations such as the Family Educational Rights and Privacy Act (FERPA), the Children's Online Privacy and Protection Act (COPPA), SOC 2, General Data Protection Regulation (GDPR), and relevant state student data privacy laws. We are a 1EdTech Certified Data Privacy App.

MagicSchool received a 93% privacy rating, placing at the top of AI tools for schools in Common Sense Media's independent privacy evaluations.

93% PRIVACY RATING
— TOP RANKED BY —
Common sense privacy
VERIFIED

iKeepSafe FERPA
AICPA SOC aicpa.org/soc4so
1EDTECH TrustEd Apps CERTIFIED DATA PRIVACY
iKeepSafe COPPA
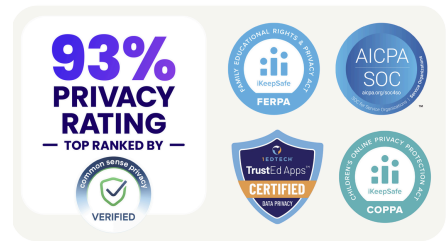
Raina for Students

11th Grade

Who is the worst President in

Gener

That's an interesting but con history teacher, I should poir presidents as "best" or "wors subjective and historians oft

Instead of declaring a "wors some presidents who faced controversies during their te

Rubric Generator

7th Grade

Write a personal narrative. Include your address, your birthday, and names of family members who are most special to you.

Generate

Personal Nattaive Essay Rubric: Writing About Myself (7th Grade)

Note to Teacher: Encourage students to be thoughtful about privacy when sharing personal information. Remind them to seek parent/guardian guidance about what details they feel comfortable including.

User interface that promotes responsible AI usage in schools

Back-end safeguards, clear guidance, and built-in features caution teachers and students about the potential for bias, the need for factual accuracy, and the importance of avoiding PII.

Our enduring commitment to responsible innovation ensures we continually refine our platform to serve our users' needs better while upholding data privacy and content integrity.

Protect Personally Identifiable Information (PII)

We understand the importance of protecting the personal information of students and faculty. We do this by maintaining the confidentiality, availability, and integrity of the personal information entrusted to us. We prioritize privacy by ensuring our application doesn't require or encourage users to submit PII.

Custom Data Privacy Agreements (DPA) for districts

We are committed to protecting personal and sensitive data with transparency, security, and in compliance with all applicable laws. We offer Custom Data Privacy Agreements for distrcits to ensure data is handled responsibly, securely, and only for its intended purpose.

Learn more about Privacy & Security

Read more ↗ *www.magicschool.ai/privacy*

MAGIC SCHOOL

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Amplifying educator impact and unlocking student potential at Kenton County School District

Prepared on August, 2025

MAGIC SCHOOL

MAGIC SCHOOL

Kenton County SD Usage Report

Usage across Kenton County School District. AI in education trends, & insights from your schools.

REGISTERED USERS	ALL TIME GENERATIONS	EDUCATOR TOOLS USED	GENERATIONS PER USER
529	40.8K	85	76.9

Total Number of Generations

- July '24
- October '24
- February '25
- June '25

July '24	October '24	February '25	June '25
176	299	436	529

Top Tools Accessed

- Custom Chatbot 36.7%
- Raina Chat 30.1%
- Text Rewriter 15.1%
- AI Resource Bot 7.5%
- Multiple Choice Quiz 6.6%
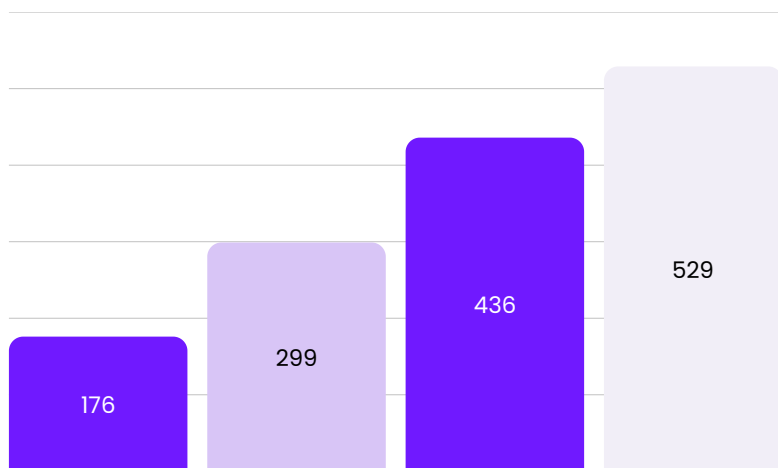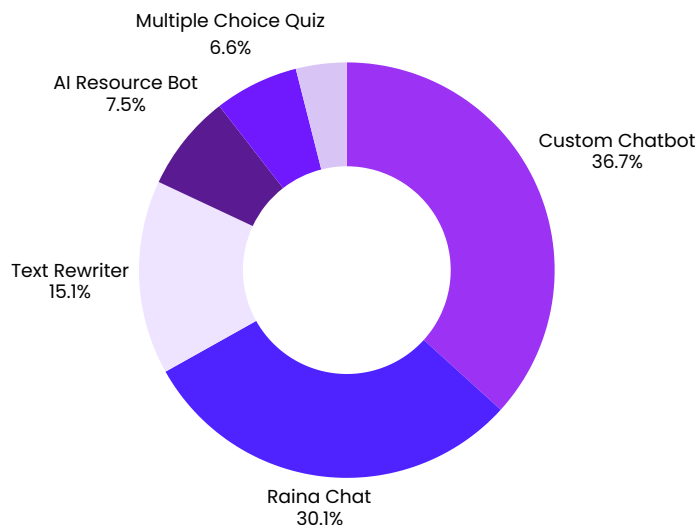
Generations by Subject Area

Subject	Generations
SPED	6809
ELA	4894
Social Studies	3415
Science	2252
Math	1842

0
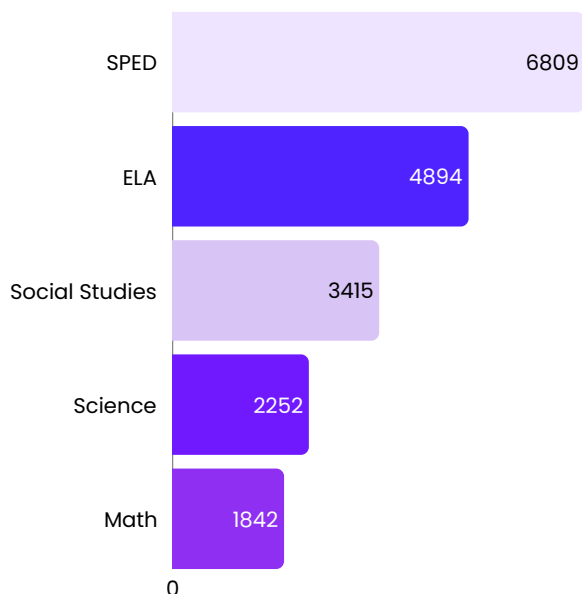
Total Number of Users by Grade Level

- Elementary
- Middle
- High
- Other (Higher Ed, PD, Homeschooling)

Elementary	Middle	High	Other
226	85	139	81

10000
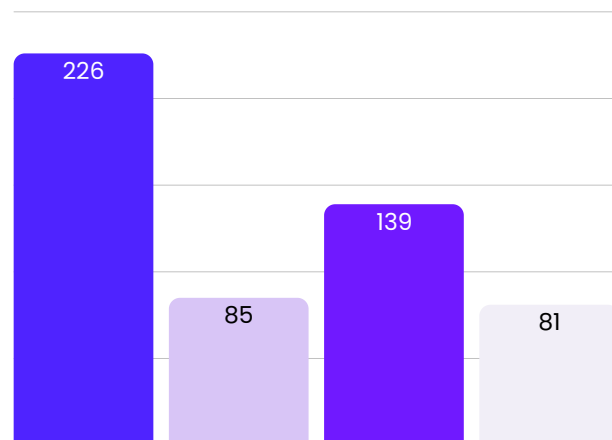
Kenton County School District

Priority alignment with MagicSchool

Priority
Ensure MagicSchool aligns with the CBAS Pillars.

Goal
Advance KCSD's strategic pillars by improving instruction, supporting staff, and strengthening district-wide efficiency.

Partnership impact
Improve instructional quality, reduce teacher workload, and strengthen the district's capacity to deliver on all six pillars.

CASE STUDY

Aurora Public Schools
- 28% literacy score improvement
- Support for ELL, IEPs, struggling readers
- Immediate student feedback
- Increase in AI literacy

Read more ↗

www.magicschool.ai/case-studies

Educator tools

KCSD Tool Recommendations ☆
Discover the best MagicSchool tools aligned with the KCSD Pillars!

KCSD Instructional Planning Chatbot ☆
Use this tool to plan lessons, create rubrics, and use MagicSchool tools aligned to the KCSD Pillars!

Text Proofreader ☆
Proofread any text - correcting grammar, spelling, punctuation and adding clarity.

MagicSchool customizations align with KCSD's six pillars, enabling tailored tools that support strategic goals.

Student tools

Writing Feedback ☆
Get feedback on your writing.

College & Career Counselor ☆
Ask any questions about college or careers to this helpful chatbot.

Real World Connections ☆
Generate real world examples for what you're learning about!

MagicSchool supports students by building AI literacy and critical thinking offering guidance, not answers, so learning stays authentic, teacher-led.

MAGIC SCHOOL

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Setting schools up for success.

MAGIC SCHOOL

Customer Success Journey

Days 1-10	Months 1-4	Months 4-10	Months 10+

PHASE 1	PHASE 2	PHASE 3	PHASE 4

First 10 Days

Growing the Magic

The Magic Comes to Life

Path to Lasting Success

This crucial phase sets the foundation for success through kickoff meetings and goal setting—providing you with a clear vision and proper onboarding support to seamlessly integrate MagicSchool into your operations.

During this phase, we foster our ongoing relationship through regular check-ins and tailored training sessions. We personalize your support and maximize your experience—focusing on achieving your unique goals.

We remain committed to supporting you through regular progress meetings and thoughtful adjustments. At the same time, we'll gather testimonials to showcase your success and celebrate your achievements.

In this final phase, we'll review your goals and plans, gather valuable feedback, and prepare you with resources for future growth and enhancements, ensuring your team is equipped for long-term success.

- **Kickoff/goal setting**
- **Introductions**
- **Onboarding**
- **Technical integration**
- **PD/rollout planning**

- **Regular check-ins**
- **Learning sessions**
- **Tailored support/PD**

- **Progress meetings**
- **Adjustments**
- **Testimonials**
- **Celebrations!**

- **Goals/plans review**
- **Enhancements**
- **Resource sharing**
- **Next phase planning**

We're here to support you!

Our dedicated customer success team brings decades of experience in education. We are passionate about helping you succeed, and we look forward to guiding our customers through a successful experience.

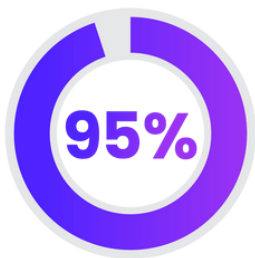**Please contact your MagicSchool Account Executive to learn more.**

www.magicschool.ai

Measuring Impact and Success
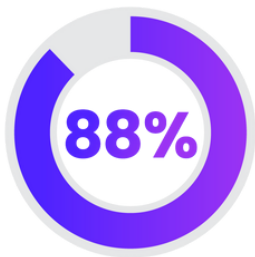
2024 User Survey Results

We asked more than 63,000 MagicSchool users for their feedback—here's what they had to say:

95%

95% of users to recommend MagicSchool to others

94%

94% of users say that MagicSchool saves them time

88%

88% of users report that MagicSchool helps serve the diverse needs of their students

AI LITERACY

The majority of users agree that MagicSchool Improves AI Literacy for students

TIME SAVINGS

Educators self-report that they save an average of 7 hours per week by using MagicSchool

MAGIC SCHOOL

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Why Professional Development?

Energize Engagement
A 62% increase in Active Users means PD empowers staff, boosting morale and reducing overwhelm.

Resource Creation
A 134% rise in generations enables staff to quickly create quality resources that enhance learning and ease workload.

Sustain Momentum
A 186% increase in activity demonstrates ongoing engagement, driving better staff and student outcomes.
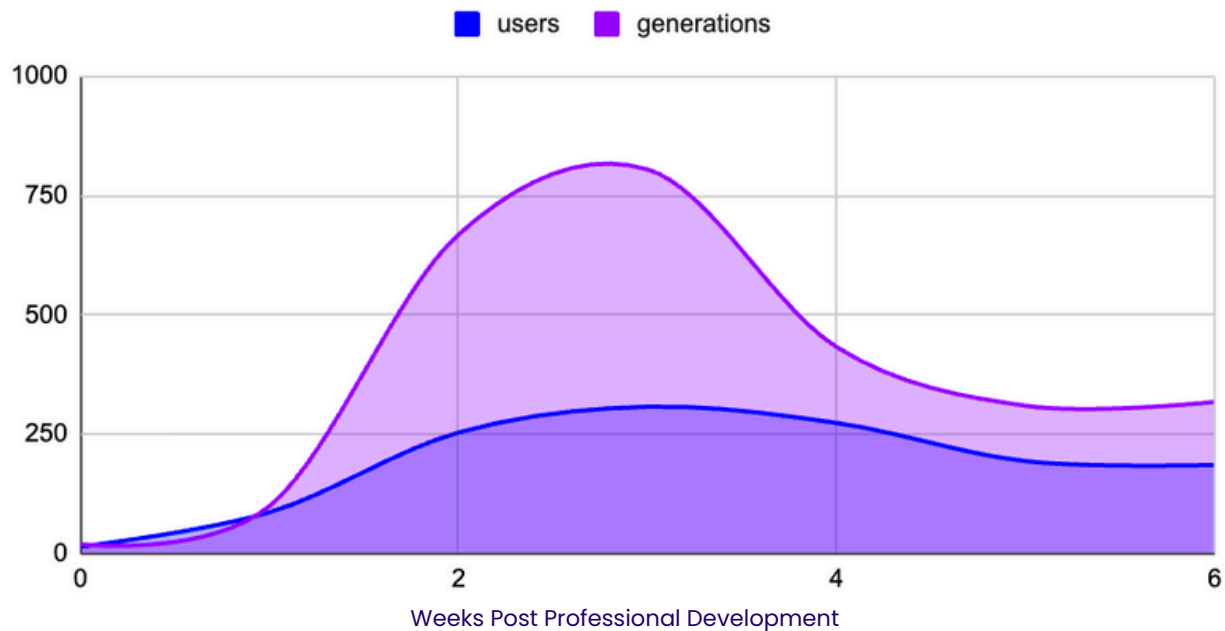
Highly-rated PD offerings that accelerate adoption.

Backed by decades of experience in education, our Customer Success team is deeply committed to your success by empowering org admins, educators, and students to master MagicSchool with confidence.

Virtual or In-Person
Choose levels and customizations for virtual or in-person professional development led by MagicSchool.

Train the Trainer
We're here to support you with resources aimed to train staff, family, and students so you can train your team.

Async Courses
Educators, Org Admins, and students can explore free certification courses to level up their AI expertise.

Professional Learning
Org admins can join our exclusive MagicSchool Academy series for a rich, immersive PD experience.

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Fostering Meaningful Connections

MagicSchool is building a dynamic community at the forefront of the AI movement in education. Through open forums, AI innovators in education are coming together to forge meaningful connections, exchange best practices, share success stories, and celebrate their collective impact in transforming teaching and learning.

Vibrant AI Pioneer Program

Educators passionate about transforming education are joining the AI Pioneers Program—a vibrant community leading the future of learning.

Engaged Facebook Community

With over 80K members, our Facebook Community offers tips and resources for saving time and engaging students with AI.

Thriving LinkedIn Group

Connect with other AI Innovators partners to share best practices! You can even join our LinkedIn IA Innovators Group!

Get inspired

TEACHERS ARE MAGIC

We believe teachers are magic—which is why we celebrate them at every opportunity. Visit our Wall of Love and get inspired by the incredible innovation happening across our vibrant community of over 5.5 million incredible educators.

Visit the Wall of Love

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Sustainability

We are committed to choosing technology partners who share our values of innovation, security, and sustainability. We recognize that advancements in AI and cloud computing bring immense benefits to education—but we also acknowledge the responsibility to minimize their environmental impact.

We are fortunate to partner with leading Large Language Models (LLMs), such as OpenAI, Anthropic, Gemini, and others to bring powerful AI to educators. Our strategic LLM partners leverage data centers like Microsoft Azure, Google Cloud, and AWS to power their models. These data centers are all committed to carbon neutrality and renewable energy.

Microsoft Azure, operates on 100% renewable energy and is carbon neutral, with a goal of becoming carbon negative by 2030. Azure is investing in carbon removal, reducing water consumption, and powering its global infrastructure with sustainable energy sources.

In addition, we work with providers like Google Cloud and AWS, both of which have taken significant steps toward sustainability. Google Cloud has matched 100% of its data center energy usage with renewables since 2017 and is working toward a 24/7 carbon-free operation by 2030. AWS has achieved 100% renewable energy for its data centers and is focused on reducing energy consumption through efficient cooling systems and sustainable construction practices.

As we continue to offer cutting-edge AI solutions, we remain conscious of the balance between progress and sustainability by selecting best-in-class LLMs who have a thoughtful approach to sustainability. On top of this, we have an entire team dedicated to optimizing the efficiency of our platform. We believe that innovation and sustainability can go hand in hand, and we are committed to making choices that support both a smarter and greener future.

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Questions?

Connect with Amie Cumming
amie@magicschool.ai • (706) 342-6031

MAGIC SCHOOL

Dublin City Schools: Intentional Policy and PD Spark 90% AI Adoption at DCS

Dublin City Schools launched a pilot of MagicSchool in December 2023, focusing first on building teacher AI literacy. The platform's educator-driven design and responsive updates, led by a team of former educators, helped it stand out and gain trust across the district.

Challenge

Introducing AI required careful rollout and reassurance, providing teachers with clarity and confidence that AI use was supported and aligned with instructional goals.

Solution

Clear AI-inclusive policies empowered staff and students to explore tools like MagicSchool. A train-the-trainer model, educator-led AI Council, and classroom use of MagicSchool tools helped foster responsible and effective adoption.

Results

By Spring 2025, over 90% of Dublin City Schools staff were actively using MagicSchool, with notable gains in teacher adoption following targeted professional development and policy support. The platform enhanced student engagement, equity, and digital literacy through thoughtful, classroom-aligned AI integration.

Read full case study ↗

www.magicschool.ai/case-studies

Key Stats

State: Ohio | **Students:** 16,000

Products + Key Features:
MagicSchool Enterprise
MagicSchool for Students (MagicStudent)

Positive Imact

- 90%+ teacher adoption of MagicSchool through targeted PD and policy support
- Advancement in responsible AI use
- Increase in AI literacy for students
- Extra support for struggling students

Top-used tools

Text Leveler ☆
Take any text and adapt it for any grade level to fit a student's reading level / skills.

Research Assistant ☆
Find information and sources for a research project.

Writing Feedback ☆
Get feedback on your writing.

Custom Chatbot ☆
Build a chatbot from scratch for students to interact with!

MAGIC SCHOOL

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

West Vancouver Schools: Inside a K–12 AI Integration That Worked for Every Teacher

Key Stats

Location: BC, Canada | **Students:** 29,000

Products + Key Features:
MagicSchool Enterprise
MagicSchool for Students (MagicStudent)

West Vancouver Schools became an early adopter of MagicSchool AI in 2024, aiming to explore best practices for safe and effective AI use across K–12 classrooms.

Positive Imact

- Over 50% of teachers using platform within weeks
- Improvement in student literacy
- Boosted student participation
- Increase in AI literacy for students

Challenges

The district needed tools that were safe, age-appropriate, and equitable for all students. They also had to support educators with varying comfort levels with technology and extend AI literacy beyond teachers to all staff.

Solution

West Vancouver launched a pilot with diverse teachers using MagicSchool's K–12-friendly tools. Early classroom wins—from Grade 3 joke-writing to high school feedback workflows—sparked excitement. Inclusive professional development brought administrators, aides, and support staff into the fold. A dashboard tracked growing adoption and guided support.

Top-used tools/features

Text Translator
Take any text and translate it into any language instantly.

Key Metrics 20 8 5 **Tools Used**

Student Activity

Results

Over half the teachers adopted MagicSchool, with many citing time savings and deeper engagement. Teachers praised the platform's utility in everything from translating documents to overcoming student writing blocks, calling it a "game changer" for daily instruction.

Read full case study ↗
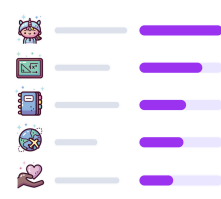
Song Generator
Write a custom song about any topic to the tune of the song of your choice!

www.magicschool.ai/case-studies

MAGIC SCHOOL

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

CASE STUDY

Zionsville Community Schools: Preparing Students for an AI-Driven Future

Zionsville Community Schools in Indiana sought a solution to save teachers time, support differentiation, and responsibly introduce AI. Led by Digital Learning Coach Kyle Beimfohr, the district chose MagicSchool after evaluating platforms on data privacy, classroom impact, and efficiency—funded by a state digital learning grant.

Challenges

Teachers struggled with limited time and differentiating instruction. The district aimed to create a safe "walled garden" where students could explore AI responsibly. Equity was a major driver: not all students had access to support at home, and AI offered a way to level the playing field.

Solutions

Zionsville launched MagicSchool in phases: first with teachers using tools for planning and feedback, then with students through character chatbots and personalized learning. Projects like AI interviews with historical figures enriched classroom discussions and perspective-taking. Built-in digital literacy prompts helped guide responsible use.

Results

MagicSchool saved time, supported equity, and fostered essential digital literacy skills for both teachers and students.

Read full case study ↗

www.magicschool.ai/case-studies

Key Stats

State: Indiana | **Students:** 7,800

Products + Key Features:
MagicSchool Enterprise
MagicSchool for Students (MagicStudent)

Positive Imact

- Instant classroom resource creation
- Deeper learning conversations
- Equalized student writing feedback
- Responsible AI use in daily lessons

Top-used tools/features

Rubric Generator
Have AI write a rubric for an assignment you are creating for your class in a table format. ★

Lesson Plan
Generate a lesson plan for a topic or objective you're teaching. ★

Character Chatbot
Chat with any historic figure, author, or recognizable character from a story. ☆

93% PRIVACY RATING
— TOP RANKED BY —
common sense privacy
VERIFIED

FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT
iKeepSafe
FERPA

AICPA
SOC
aicpa.org/soc4so

1EDTECH
TrustEd Apps™
CERTIFIED
DATA PRIVACY

CHILDREN'S ONLINE PRIVACY PROTECTION ACT
iKeepSafe
COPPA

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

CASE STUDY

Green Dot Public Schools: Cutting Prep & Planning Time with Smarter AI Teaching Tools

Green Dot Public Schools, a charter network in Los Angeles, emphasizes academic rigor and educator empowerment. Instructional coaches Bonnie Gonzalez (Math) and Liz Borum (ELA) introduced AI tools at Oscar De La Hoya Ánimo Charter High School through MagicSchool.

Challenges

Teachers were curious but cautious about AI, fearing it might replace them or enable cheating. Coaches also spent significant time on repetitive planning tasks—creating rubrics, unpacking standards, and generating exemplars.

Solutions

Gonzalez and Borum offered PD to reframe AI as a supportive planning tool. Teachers quickly adopted features like the Rubric Generator and Standards Unpacker. MagicSchool also helped coaches model lessons in unfamiliar content. Planning became more efficient, and teachers arrived better prepared.

Results

MagicSchool saved time and elevated instructional conversations. Even non-core teachers saw value. Early use of MagicStudent excited ELA staff with instant feedback capabilities. With AI, the focus shifted from saving time to enhancing teaching and learning.

Read full case study ↗

www.magicschool.ai/case-studies

Key Stats

State: California | **Students:** 11,000

Products + Key Features:
MagicSchool Enterprise
MagicSchool for Students (MagicStudent)

Positive Imact

- Reduced lesson planning time
- Simplified rubric creation
- Built teacher confidence in using AI
- Delivered personalized writing feedback at scale

Top-used tools/features

Rubric Generator
Have AI write a rubric for an assignment you are creating for your class in a table format. ★

Standards Unpacker
Unpack any standard into component parts to understand what students need to learn. ☆

Writing Feedback
Get feedback on your writing. ☆

93% PRIVACY RATING
— TOP RANKED BY —
common sense privacy
VERIFIED

FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT
iKeepSafe
FERPA

AICPA SOC
aicpa.org/soc4so

1EDTECH TrustEd Apps™
CERTIFIED
DATA PRIVACY

CHILDREN'S ONLINE PRIVACY PROTECTION ACT
iKeepSafe
COPPA

CASE STUDY

Rockford Public Schools: Future-Ready Classrooms Start with AI Literacy

Rockford Public Schools, serving 29,000 diverse students, saw AI as a transformational shift. Director of Educational Technology Susan Uram focused not on tools but on building AI literacy, asking: "How do we prepare educators to guide students in an AI-powered world?"

Challenges
Teachers faced overwhelming AI tool exposure with little guidance. Concerns grew about academic integrity and student use on platforms like Character.AI. Without structured support, confusion and inconsistency prevailed.

Solutions
In October 2022, Rockford launched a three-day immersive experience to teach educators AI fundamentals—how it works, ethical use, and implications. This grounded approach helped demystify AI and build confidence. MagicSchool emerged as the practical classroom solution. Teachers quickly adopted it to create personalized, standards-aligned content on engaging themes.

Results
MagicSchool turned curiosity into action. Teachers saved time, fostered creativity, and strengthened student relationships. Rockford now models ethical AI use while embedding AI literacy across instruction and assessment.

Read full case study ↗

www.magicschool.ai/case-studies

Key Stats

State: Illinois | **Students:** 29,000

Products + Key Features:
MagicSchool
MagicSchool for Students (MagicStudent)

Positive Imact
- Increase in AI literacy for teachers
- Unlocked personalized learning at scale
- Instilled critical thinking in teachers and students
- Prepared students for an AI-powered workforce

Top-used tools/features

Rubric Generator
Have AI write a rubric for an assignment you are creating for your class in a table format. ⭐

Lesson Plan
Generate a lesson plan for a topic or objective you're teaching. ⭐

Make it Relevant!
Generate ideas that make what you're learning relevant based on your interes... ☆

Character Chatbot
Chat with any historic figure, author, or recognizable character from a story. ☆

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Belén Consolidated Schools: Streamlining efficiency with MagicSchool's RAG AI technology

Belen Consolidated Schools in central New Mexico aimed to reduce teacher burnout while upholding instructional quality through a Universal Design for Learning (UDL) initiative. Superintendent Lawrence Sanchez prioritized streamlining staff workloads.

Challenges

Educators were burdened with routine tasks and adapting lessons to new UDL standards. Admins also juggled complex district policies, daily documents, and two collective bargaining agreements—leaving little time for student-focused work.

Solutions

To address these issues, the district implemented MagicSchool's AI tools, including Retrieval-Augmented Generation (RAG) technology. Custom Chatbots let staff instantly access policy and document answers, cutting hours of manual search time. Hands-on demos eased adoption fears and showed how AI could simplify daily tasks.

Results

Teachers embraced MagicSchool's lesson plan generator to create UDL-aligned content quickly and consistently. The result: improved planning quality, reduced burnout, and more time for instruction. As Sanchez said, "I can't create more minutes in the day, but [MagicSchool] is a time-saver."

Read full case study ↗

www.magicschool.ai/case-studies

Key Stats

State: New Mexico | **Students:** 3,600

Products + Key Features:
MagicSchool
MagicSchool for Students (MagicStudent)

Positive Imact

- Increase in AI literacy for teachers
- Unlocked personalized learning at scale
- Instilled critical thinking in teachers and students
- Prepared students for an AI-powered workforce

Top-used tools/features

Rubric Generator ★
Have AI write a rubric for an assignment you are creating for your class in a table format.

Lesson Plan ★
Generate a lesson plan for a topic or objective you're teaching.

Make it Relevant! ☆
Generate ideas that make what you're learning relevant based on your interes...

Character Chatbot ☆
Chat with any historic figure, author, or recognizable character from a story.

MAGIC SCHOOL

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Aurora Public Schools has 28% improvement in students meeting literacy grade level expectations.

Aurora Public Schools, serving over 38,000 diverse students, joined MagicSchool in Fall 2023. With the Enterprise package and MagicStudent, the district supports teachers and builds AI literacy among students.

Challenge

Teacher Johnnie Lacey faced a class with newcomer English learners, students with IEPs, and those below grade level. Differentiating instruction was overwhelming. "I never felt I could support them all the way they deserved," he said.

Solution

Lacey used MagicSchool tools like "Language Learning Tutor," "Translate It!," and "Writing Feedback" to provide students with real-time support and feedback. He added his own guidance to personalize learning while saving time.

Results

Aurora saw a 28% increase in students meeting literacy goals, with the most growth among struggling learners. Students gained critical AI skills for future careers. "MagicSchool lets me support more students without burning out," said Lacey, who's now helping other teachers do the same.

Read full case study ↗

www.magicschool.ai/case-studies

Key Stats

State: Colorado | **Students:** 38,000

Products + Key Features:
MagicSchool Enterprise
MagicSchool for Students (MagicStudent)

Positive Imact

- A 28% improvement in students meeting grade level expectations for literacy using MagicSchool
- Support for English Language learners, struggling readers, and IEPs
- Teachers are able to help every student with immediate feedback
- Increase in AI literacy for students, preparing them for a tech-driven future

Top-used tools

Language Learning Tutor
Interact with a language tutor who can help you learn a new language. ☆

Translate It!
Take any text and translate it into any language instantly. ☆

Writing Feedback
Get feedback on your writing. ☆

MAGIC SCHOOL

Please contact your MagicSchool Account Executive to learn more.

www.magicschool.ai

Magic School, Inc.
4845 Pearl East Cir
Ste 118 PMB 83961
Boulder, CO 80301-6112
United States

ORDER FORM for: Kenton County School District
Offer Valid Through: 9/30/2025
Proposed By: Amie Cumming
Email: amie@magicschool.ai
Order Number: 0811741

CONTRACT AND ORDER FORM

Billing Information

Bill To Name: _____

Billing Street: _____

Billing City: _____

Billing State: _____

Billing Zip Code: _____

Billing Contact: _____

Name: _____

Email: _____

Main Point of Contact (e.g. Principal, CTO, etc)

Name: _____

Email: _____

Tax Exempt? Yes/No: _____

(If "yes" attach proof of Tax Exemption):

PO Form or Number Required? Yes/No:
_____

(If "yes" attach PO Form)

If a PO Form is already completed, please upload it here.

Otherwise please email it to

contracts@magicschool.ai

PO Number: _____

Order Details

Agreement Start Date: 9/1/2025
Agreement End Date: 8/31/2028
Billing Frequency: Annual

Payment Terms: Net 60
Billing Method: Email
Initial Invoice Date: 9/1/2025

Fee Schedule on next page …

Fee Schedule

Product	Description	Start Date	End Date	List Price	Sales Price	Quantity	Discount	Total Price	Invoice Date
MagicSchool Enterprise	Year 1 (25-26 SY)	9/1/2025	8/31/2026	$6.00	$3.50	13,500	($2.50)	$47,250.00	9/1/2025
In-Person PD (4 Hour Session)	Year 1 (25-26 SY)	9/1/2025	8/31/2026	$4,000.00	$4,000.00	2	100%	$0.00	9/1/2025
Virtual PD (60 Min Session)	Year 1 (25-26 SY)	9/1/2025	8/31/2026	$500.00	$500.00	3	100%	$0.00	9/1/2025
								Year 1 9/1/2025 – 8/31/2026 **Total: USD $47,250.00**	
MagicSchool Enterprise	Year 2 (26-27 SY)	9/1/2026	8/31/2027	$6.00	$4.00	13,500	($2.00)	$54,000.00	9/1/2026
In-Person PD (4 Hour Session)	Year 2 (26-27 SY)	9/1/2026	8/31/2027	$4,000.00	$4,000.00	2	100%	$0.00	9/1/2026
Virtual PD (60 Min Session)	Year 2 (26-27 SY)	9/1/2026	8/31/2027	$500.00	$500.00	3	100%	$0.00	9/1/2026
								Year 2 9/1/2026 – 8/31/2027 **Total: USD $54,000.00**	
MagicSchool Enterprise	Year 3 (27-28 SY)	9/1/2027	8/31/2028	$6.00	$4.00	13,500	($2.00)	$54,000.00	9/1/2027
In-Person PD (4 Hour Session)	Year 3 (27-28 SY)	9/1/2027	8/31/2028	$4,000.00	$4,000.00	2	100%	$0.00	9/1/2027
Virtual PD (60 Min Session)	Year 3 (27-28 SY)	9/1/2027	8/31/2028	$500.00	$500.00	3	100%	$0.00	9/1/2027
								Year 3 9/1/2027 – 8/31/2028 **Total: USD $54,000.00**	
								Total: USD $155,250.00	

Terms and Conditions

This Quote and Order Form ("Order") is subject to the MagicSchool Enterprise Terms of Service unless the parties have signed another written agreement governing this Order (as applicable, the "Agreement" incorporated in this Order by reference). In the event of a conflict between the provisions of the Agreement and those of this Order, the provisions of this Order will take precedence. In addition, unless otherwise specified in the Agreement, services will follow MagicSchool's posted Privacy Policy, Student Data Policy, and Student Data Privacy Addendum, each incorporated in this Order by reference. This Order, including the Agreement and incorporated documents, is the entire agreement and supersedes all prior understandings. All subsequent terms are rejected and void unless made part of a written amendment of the Agreement signed by the parties. Mandatory laws applicable to public institutions take precedence over conflicting terms. This Order will renew automatically each year in year-long increments. You can cancel the auto-renewal by providing written notice to customer.success@magicschool.ai at least thirty (30) days prior to the expiration of the then-current Term.

Special Terms:

The Order form is amended to include the following:
Either party may terminate this Agreement for any reason by providing the other party with at least sixty (60) days' prior written notice.

The Terms or Service Governing law; mandatory arbitration of disputes first sentence is replace with the following:
These Terms shall be governed by the laws of Kenton County, Kentucky without regard to conflicts of laws provisions, save for applicable federal law such as the Federal Arbitration Act.

EDUCATIONAL INSTITUTION   **MAGIC SCHOOL INC.**

_____   _____

Authorized Signature   Authorized Signature

_____   _____

Name   Name

_____   _____

Date   Date

_____   _____

Organization   Organization

VENDOR ASSURANCES REGARDING PROTECTION OF
PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"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:

a)   An account number, 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;
b)   A Social Security number;
c)   A taxpayer identification number that incorporates a Social Security number;
d)   A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
e)   A passport number or other identification number issued by the United States government; or
f)   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 the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

•   The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
•   With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C.sec.1232g.
•   Pursuant to KRS 365.734, the vendor 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.
•   Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
•   Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act
and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 et seq., and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 et seq.), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99.   The penalty for unlawful disclosure is a fine of not more than $250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than $1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Magic School, Inc.
_____
Vendor Name

4845 Pearl East Cir Ste 118 PMB 83961, Boulder, CO 80301
_____
Vendor Address

1-720-204-8106
_____
Vendor Telephone

security@magicschool.ai
_____
Vendor Email Address

Tonya Stoll
_____
Signature by Vendor's Authorized Representative

Tonya Stoll
_____
Print Name

8/7/2025
_____
Date

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "**Agreement**") is by and between the school, school district or other educational institution identified on the signature page hereto and/or the Order Form referencing this Agreement ("**Educational Institution**"), and Magic School, Inc, with offices at 4845 Pearl East Cir Ste 118 PMB 83961, Boulder, CO 80301 USA **("Magic School"),** and is effective as of the date of this Agreement or referencing Order Form has been signed by both parties (the "**Effective Date**"). Educational Institution and Magic School are each referred to herein as a "Party" and collectively the "Parties."

Acknowledgement for state school systems: If Educational Institution is a public school or public school district, Magic School acknowledges that mandatory state law may limit or supersede certain terms and conditions herein and the Parties acknowledge and agree that such state law will control over and to the extent of any conflicting provisions of this Agreement.

1. Definitions

1.1. "*Magic School Intellectual Property*" means Magic School's proprietary technology, including the Services and Documentation, websites, software tools, hardware designs, algorithms, software, user interface designs, APIs, architecture, documentation, network designs, know-how, models, and trade secrets, and all intellectual property rights therein and thereto throughout the world (whether owned by Magic School or licensed to Magic School by a third party).

1.2. *"Educational Institution Data"* means data provided by or on behalf of Educational Institution and its authorized Users to Magic School for processing by the Services.

1.3. "*Documentation*" means the then current version of the help files, knowledge base, and other designated resources for the applicable Services made available on Magic School's website at www.magicschool.ai.

1.4. "*Order Form*" means a subscription order form document entered into by the Parties that sets forth the specifics for Magic School to provide Educational Institution with the Services. Educational Institution and Magic School may enter into multiple Order Forms, if appropriate. Each mutually executed Order Form is incorporated in this Agreement by reference. In the event of a conflict between an Order Form and this Agreement, the terms of the Order Form shall supersede the terms of this Agreement but only as to the subject matter of that order.

1.5. "*Services*" means those services ordered by Educational Institution in an Order Form provided by Magic School which may include access to Magic School's AI platform for educators and students, related support services, and special platform configuration, training, or customization projects.

1.6. "*Users*" means individual teachers, staff, contractors, students, parents, and other representatives that Educational Institution authorizes to access and use all or part the Services under the terms of this Agreement. Unless otherwise specified in an Order Form, User accounts are issued on a named user basis to an individual, and a User account may not be used by other Users at the same time nor may login credentials be shared by multiple individual. User accounts may be reassigned from time-to-time using the administrative functions of the Services when a User is no longer expected to be using the account during the remaining term of the subscription.

2. Scope of the Agreement.

2.1. *Access and License to Use the Services.* In consideration of payment of the Fees, and subject to the terms and conditions of this Agreement and the applicable Order Form, Magic School

grants to Educational Institution and its authorized Users a world-wide, non-exclusive, royalty-free, non-transferable, non-sublicensable right to access and use the Services during the Term of each Order Form solely for Educational Institution's educational purposes in accordance with the Documentation.

2.2. *Restrictions.* Educational Institution agrees that it shall not use, authorize, or knowingly permit use of the Services in a prohibited manner, including any use that: (i) infringes or violates the intellectual property rights, rights of personality, data privacy, or any other legal rights of any person; (ii) violates applicable law, regulations, or the policies of the Educational Institution; (iii) is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable; (iv) violates posted content restrictions for any information areas accessible to others; (v) is inconsistent with use for Educational Institution's own internal purposes, such as using the Services to create or offer commercial products or services; (vi) jeopardizes the security of the Services and User accounts (such as sharing login credentials with an unauthorized user); (vii) improperly attempts, in any manner, to obtain the password, account, or other security information from any other User; (viii) introduces viruses or other malware into the networks of either Party or Users; or (ix) decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services except as expressly permitted by law.

2.3. *Order Forms and Additional User Subscriptions.* An Order Form is not binding until it is executed by both Magic School and Educational Institution, at which point it, including any referenced schedules and addenda, become incorporated into and part of this Agreement. Additional terms such as pricing and limitations on use of the Services that may be agreed to by the Parties and specified in an Order Form may include, but are not limited to, the number of authorized Users of the Services, the identification and number of Users authorized to request support services directly from Magic School, and the duration of permitted access to Services ordered.

2.4. *Passwords*. Educational Institution is solely responsible for its Users selecting secure User passwords, changing passwords frequently, and maintaining the confidentiality of User logons and passwords. Magic School shall not be liable for any losses arising from unauthorized access to the Services(s) or Educational Institution Data that is due to Educational Institution's, or any User's, failure to protect its account through proper maintenance of User logons and passwords.

3. Support, Security and Privacy.

3.1. *Support.* Magic School shall make available reasonable online support resources for Educational Institution and its Users through its Help Center and FAQ material available on the Magic School website at www.magicschool.ai. Live chat agents and email/phone support are available for a limited number of designated contacts with Educational Institution's IT department to receive dedicated support and professional learning options during Magic School's ordinary business hours (8 a.m. and 5 p.m. U.S. Mountain Time excluding weekends and US holidays).

3.2. *Protection of Educational Institution Data.* Magic School shall maintain industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Educational Institution Data. At all times, both Magic School and Educational Institution shall use all reasonable efforts to comply with all applicable laws and regulations governing the use and privacy of information ("Privacy Laws"), including, without limitation, the U.S. Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"). Full details of Magic School's privacy commitments with respect to use of the Services are found in its general posted Privacy Policy at https://www.magicschool.ai/privacy-security/privacy-policy, its posted Student Data Policy at https://www.magicschool.ai/privacy-security/student-data-policy, and its Student Data Privacy Addendum incorporated herein unless Magic School and Educational Institution have entered

into a separate negotiated data processing addendum that includes reasonably equivalent protections with regard to student data.

3.3. *Anonymous Data.* Subject to Magic School's compliance with applicable Privacy Laws, Educational Institution acknowledges and agrees that Magic School is permitted to compile and use statistical or otherwise anonymized, non-personally identifiable information obtained by Magic School's operation of the Services and use or transfer such information for any proper business purposes, provided, however, that such data has been fully de-identified and cannot in any way be traced back to Educational Institution or any Users and does not contain any personally identifiable information. Magic School may also use such fully anonymized information to help train its AI models or use aggregated information publicly to show trends about the general use and performance of the Services.

4. Proprietary Rights.

4.1. *Educational Institution Intellectual Property*. As between Magic School and Educational Institution, Educational Institution shall retain all right, title and interest in and to Educational Institution Data and all other Intellectual Property Rights owned or possessed by Educational Institution, subject only to the limited rights of Magic School under this Agreement to use or process Educational Institution Data and systems solely for the purposes of providing Magic School's Services under this Agreement.

4.2. *Magic School Intellectual Property*. As between Educational Institution and Magic School, Magic School shall retain all right, title and interest in and to the Magic School Services and Intellectual Property therein, and any changes, derivatives, corrections, configuration, customizations, developments, bug fixes, enhancements, updates and other modifications and improvements thereto created by or for Magic School ("Works"). For the avoidance of doubt, Magic School Intellectual Property shall not include any Educational Institution Intellectual Property, or vice versa.

4.3. *Feedback*. Magic School encourages Educational Institution to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Services and related resources **("Feedback")**. To the extent Educational Institution provides Feedback, Educational Institution grants Magic School a non-exclusive, royalty-free, fully paid, sub-licensable, transferable, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit Feedback (including by incorporation of such Feedback into the Services without restriction); provided that such Feedback does not identify Educational Institution or any Users or include any designated Educational Institution Data without Educational Institution's prior written consent.

5. Fees and Payment Terms.

5.1. Educational Institution will pay Magic School the Fees as set forth on the Order Form (the "**Fees**"). Unless otherwise set forth in the applicable Order Form, Educational Institution will pay all Fees in accordance with the following: (a) Fees are invoiced in advance; (b) the first invoice will coincide with the Order Start Date; (c) payment will be due within thirty (30) days from the date of the invoice; and (d) all amounts will be denominated and paid in U.S. dollars. Upon execution by Educational Institution and Magic School's, each Order Form is non-cancellable and non-refundable except as expressly provided in this Agreement.

5.2. *Taxes.* Unless Educational Institution is a tax-exempt organization, in which case it will provide a tax exemption certificate if requested by Magic School, Educational Institution will be responsible for all applicable transaction taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties ("Taxes"), which Magic School will itemize on invoices if and when applicable.

5.3. *Disputes. Educational Institution* will notify Magic School in writing in the event Educational Institution disputes any fees or Taxes paid or payable by Educational Institution under this Agreement. Educational Institution must provide such notice to Magic School prior to the due date of the invoice containing such fees or Taxes due that are in dispute and the parties will work together to resolve the applicable dispute promptly. Any such dispute will be reasonable and made in good and the notice shall detail (a) the amount in dispute, and (b) the reason for the dispute set out in sufficient detail to facilitate investigation by Magic School and resolution by the parties. The parties will work in good faith to resolve any dispute regarding payments due, provided, however, if a dispute is not resolved within thirty (30) days of the due date of the disputed payment, the parties may pursue available remedies under this Agreement and applicable law.

5.4. *Purchase Orders.* Notwithstanding any language to the contrary therein, no terms or conditions stated in a Educational Institution purchase order, vendor onboarding process or web portal, or any other Educational Institution order documentation (excluding mutually executed Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. If Educational Institution issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form. Upon request, Magic School shall reference the purchase order number on its invoices, provided, however, that Educational Institution agrees that a failure to issue a purchase order or provide Magic School with the corresponding purchase order shall not relieve Educational Institution of its obligations to provide payment to Magic School pursuant to Section 5.1 above.

5.5. *Failure to Pay.* Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection including reasonable attorneys' fees and costs. If any charge owing by Educational Institution is 30 days or more overdue, then without limitation of any of its other rights or remedies, Magic School may suspend performance of those Services until Magic School receives all past due amounts from Educational Institution.

5.6. *Future Functionality.* Educational Institution agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Magic School regarding future functionality or features. Educational Institution acknowledges that no representative of Magic School has authority to bind Magic School to any terms or conditions not expressly stated in this Agreement, or the same be amended from time to time a mutually executed amendment to the foregoing.

6. Indemnification

6.1. *By Magic School*. Magic School shall defend, indemnify and hold harmless Educational Institution and its officers, directors, employees and agents from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from (i) any infringement, misappropriation or violation of any third party United States patent, trademark, copyright or other intellectual property right by the Services ("**Infringement Claims**"); or (ii) Magic School's failure to comply with its obligations to protect Educational Institution Data under this Agreement. If Magic School believes that any portion of the Services may be subject to such an Infringement Claim, then Magic School may, at its sole option and expense: (A) procure for Educational Institution the right to continue using the Service; (B) modify or replace the infringing portions of the Services to allow for continued use, or if these alternatives are not commercially reasonable refund any unused, prepaid Fees and terminate this Agreement. Notwithstanding the foregoing, the Magic School's indemnification obligations set forth in this Section 6.1 do not apply to, and Magic School will have no obligation to Educational Institution for, any claim to the extent arising from (i) modifications to the Services by anyone other than Magic School, (ii) modifications to the Services based upon specifications furnished by Educational Institution, (iii) Educational Institution's and/or any of its Users' use

Rev. 20241126

of the Services other than as authorized in this Agreement, the Order Form or in the applicable Documentation, (iv) use of the Services in conjunction with third-party software, hardware or data other than that approved by Magic School, (v) Educational Institution's indemnification obligations under Section 6.2, or (vi) any combination of the foregoing.

6.2. *By Educational Institution.* Educational Institution shall defend, indemnify and hold harmless Magic School and its officers, directors, employees and agents from and against all third-party claims, suits, government investigations, fines, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from related to (i) Educational Institution's failure to comply with its obligations under Sections 2.2 of this Agreement, or (ii) allegations that Educational Institution was not authorized or licensed to provide Educational Institution Data to Magic School for processing by Magic School in compliance with the requirements of this Agreement.

6.3. *Indemnification Procedures.* As a condition to being indemnified under this Section, the Party seeking indemnification shall: (i) promptly notify the indemnifying Party of the Claim; (ii) allow the indemnifying Party sole control of the defense and settlement of the Claim; and (iii) provide assistance, at the indemnifying Party's expense, in defending or settling the Claim. The indemnifying Party shall (a) keep the indemnified Party informed of and consult with the indemnified Party in connection with the progress of such litigation or settlement and (b) not settle any such Claim in a manner that does not unconditionally release the indemnified Party without the indemnified Party's written consent, not to be unreasonably withheld or delayed.

7. Warranties; Disclaimers.

7.1. Magic School warrants during the Term of this Agreement that the Services when used as authorized herein will operate in all material respects in accordance with the specifications and descriptions in the Documentation. In the event of failure of the Services under this warranty, as Educational Institution's sole and exclusive remedy, Magic School shall use commercially reasonable efforts to remediate any reported and reproducible defect or error and provide updated Services or a reasonable work-around to Educational Institution within a reasonable period of time, not to exceed thirty (30) days from Magic School's receipt of notice, after which if such defect or error continues despite Magic School's efforts, Educational Institution may terminate this Agreement and receive a refund of any unused prepaid fees.

7.2. EXCEPT FOR THE FOREGOING, MAGIC SCHOOL PROVIDES THE SERVICES "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. MAGIC SCHOOL HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY, ACCURACY OR ACHIEVEMENT OF RESULTS OR EDUCATIONAL OUTCOMES. WITHOUT LIMITING THE FOREGOING, GIVEN THE NATURE OF GENERATIVE ARTIFICIAL INTELLIGENCE, NEITHER MAGIC SCHOOL NOR ANY OF ITS SUPPLIER MAKE ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE CONTENT CONTAINED IN, GENERATED BY, OR ACCESSED THROUGH USE OF THE SERVICES WHICH EDUCATIONAL INSTITUTION AND ITS USERS USE AT THEIR RISK.

8. Limitation of Liability.

8.1. *General Limitation of Liability.* IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER TO THE OTHER UNDER ANY THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR LOST DATA OR PROFITS, WHETHER OR NOT FORESEEABLE.

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8.2.   *Mutual Liability Limits.* EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6, AND EDUCATIONAL INSTITUTION'S OBLIGATION TO PAY FEES, AND EXCEPT FOR A PARTY'S FRAUD, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, A PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED A SUM EQUAL TO THE AMOUNTS PAID OR PAYABLE TO MAGIC SCHOOL BY EDUCATIONAL INSTITUTION HEREUNDER IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY ("**CAP**"). WITHOUT LIMITING THE FOREGOING, MAGIC SCHOOL SHALL HAVE NO LIABILITY FOR ANY FAILURE OF THE SERVICES ARISING FROM OR RELATED TO (i) EDUCATIONAL INSTITUTION'S OR ITS USERS' FAILURE TO CONFIGURE THE SERVICES IN CONFORMANCE WITH THE DOCUMENTATION OR (ii) EDUCATIONAL INSTITUTION'S OR ITS USER'S VIOLATION OF PRIVACY LAWS.

9. Term and Termination.

9.1.   *Term of Agreement.* This Agreement commences on the Effective Date shown in the first Order Form and continues for the period specified in the Order Form ("**Initial Term**"). Upon expiration of the Initial Term, this Agreement and the Order Form will automatically renew for additional one-year periods (each a "**Renewal Term**") unless a Party gives at least thirty (30) days' prior written notice of its intent not to renew prior to the expiration of the then-current Initial Term or Renewal Term. Unless otherwise agreed by the Parties, pricing will be at the then-current standard rates for the Services which Magic School will provide at least sixty (60) days' prior to the expiration of the then-current Initial Term or Renewal Term. The Initial Term and any Renewal Terms will be collectively referred to herein as the "**Term**".

9.2.   *Termination for Cause.* A Party may terminate this Agreement for cause: (i) thirty (30) days following written notice to the other Party of a material breach if such material breach remains uncured at the expiration of such thirty (30) day period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Magic School, Educational Institution shall pay any unpaid Fees due for the remainder of the then current Term. In the event Educational Institution terminates Magic School for cause, Magic School will refund on a pro-rata basis any pre-paid unused Fees based on the termination date.

9.3.   *Events on Termination.* Upon termination of this Agreement for any reason: (i) each Party will promptly cease all use and return or destroy the other's Confidential Information (at the disclosing Party's discretion), (ii) Magic School will terminate access of Educational Institution and its Users to the Services, and (iii) Educational Institution will promptly, but in no event later than 15 days after termination, pay in full all Fees due prior to termination. Provisions of this Agreement that by their nature should survive any termination or expiration of this Agreement shall survive.

10. Miscellaneous

10.1.   *Publicity*. Educational Institution grants Magic School a limited, non-exclusive, royalty-free, right to use Educational Institution's names, marks, and logos on online pages maintained by Magic School under this Agreement for Educational Institution, and for publicity and marketing to identify Educational Institution as a Magic School customer; provided that Magic School will comply with all trademark guidelines and directions regarding such names, marks, and logos as provided by Educational Institution. Educational Institution may revoke Magic School's permissions to use Educational Institution's names, marks, and logos by emailing hey@magicschool.ai documenting this request.

10.2.   *Force Majeure.* Except for payment obligations, if either Party is prevented from performing or is unable to perform any of its obligations under this Agreement due to causes beyond the

reasonable control of the Party invoking this provision, including but not limited to acts of God, acts of civil or military authorities, riots or civil disobedience, wars, strikes or labor disputes, such Party's performance shall be excused and the time for performance shall be extended accordingly provided that the Party immediately takes all reasonably necessary steps to resume full performance.

10.3.   *Severability.* If any provision of this Agreement be found invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and the affected provision shall be amended to make it legal and enforceable while preserving its intent.

10.4.   *Entire Agreement.* This Agreement, including the Order Form, and any incorporated schedules and addenda, constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings between the Parties, as well as terms in a pre-printed document such as a purchase order, invoice, statement of work or the like; any such terms shall be considered as proposed additions and are hereby expressly rejected unless agreed to in a writing signed by both parties.

10.5.   *Modification.* No amendment, modification, supplement or other purported alteration of this Agreement shall be binding upon the Parties unless it is in writing and is signed on behalf of the Parties' authorized representatives.

10.6.   *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

10.7.   *Counterparts.* This Agreement may be executed in one or more counterparts (including by means of facsimile), each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic format (i.e., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement.

10.8.   *Notices*. Notices required hereunder shall be effective if delivered by email (effective upon transmission, as evidenced by transmission reports), by courier or delivery service (effective upon delivery), or by first call United States mail, return receipt requested (effective upon receipt), and shall be sent to the addresses shown in the Order Form or as updated by notice.

IN WITNESS WHEREOF, the parties are signing this Master Services Agreement as of the Effective Date.

Magic School, Inc.   "Educational Institution"

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

STUDENT DATA PRIVACY ADDENDUM

This Student Data Privacy Addendum ("**Addendum**") supplements our [Terms of Service](#) for an Educational Institution customer ("**Customer**") that makes the Magic Student features and services ("Services") available to Students for use in an educational setting. Capitalized terms that are not defined in this Addendum have the meaning set out in our Terms of Service.

If MagicSchool.ai ("**Provider**") and Customer have agreed in writing to separate terms reasonably equivalent to this Addendum, then the parties agree that those terms will apply instead of this Addendum.

The purpose of this Addendum is to establish Provider's and Customer's respective obligations and duties in order to protect personally identifiable student information and comply with applicable laws and regulations such as the Family Educational Rights and Privacy Act ("**FERPA**") at 20 U.S.C. § 1232g (34 CFR Part 99); the Protection of Pupil Rights Amendment ("**PPRA**") at 20 U.S.C. § 1232h; the Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations.

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of Addendum**. The purpose of this Addendum is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing Services otherwise provided by the LEA (34 CFR § 99.31(a)(1)). Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.

2. **Student Data to Be Provided**. In order to perform the Services described herein, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "A"**.

3. **Definitions**. The definition of terms used in this Addendum is found in **Exhibit "B".** In the event of a conflict, definitions used in this Addendum shall prevail over terms used in any other writing, including, but not limited to any Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of Customer**. All Student Data transmitted to Provider pursuant to this Addendum is and will continue to be the property of and under the control of Customer. Provider further acknowledges and agrees that all copies of such Student Data transmitted to Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Addendum in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Addendum, shall remain the exclusive property of Customer. For the purposes of FERPA, Provider shall be considered a School Official, under the control and direction of Customer as it pertains to the use of Student Data, notwithstanding the above.

2. **Parent Access**. To the extent required by law Customer shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for Customer to respond to a parent or student, whichever is sooner) to Customer's request for Student Data in a student's records held by Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts Provider to review any of the Student Data accessed pursuant to the Services, Provider shall refer the parent or individual to Customer, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by Provider, Provider shall, at the request of Customer, transfer, or provide a mechanism for Customer to transfer, said Student-Generated Content to a separate account created by the student.

4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by Provider pursuant to the Services, Provider shall notify Customer in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform Customer of the request.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions for Provider in order for Provider to provide the Services pursuant to this Addendum, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this Addendum.

ARTICLE III: DUTIES OF CUSTOMER

1. **Provide Data in Compliance with Applicable Laws**. Customer shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

2. **Annual Notification of Rights**. If Customer has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), Customer shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.

3. **Reasonable Precautions**. Customer shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification**. Customer shall notify Provider promptly of any known unauthorized access. Customer will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.

2. **Authorized Use**. The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** and/or otherwise authorized under the statutes referred to herein this Addendum or other applicable laws.

3. **Provider Employee Obligation**. Provider shall require all of Provider's employees and subprocessors who have access to Student Data to comply with all applicable provisions of this Addendum with respect to the Student Data shared under the Addendum. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or subprocessor with access to Student Data pursuant to the Addendum.

4. **No Disclosure**. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non-public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the Customer or this Addendum. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to subprocessors performing services on behalf of Provider pursuant to this Addendum. Provider will not Sell Student Data to any third party.

5. **De-Identified Data**: Provider agrees not to attempt to re-identify De-Identified Student Data. De-Identified Data may be used by Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the Customer or other governmental agencies in conducting research and other studies; and (2) research and development of Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this Addendum or any request by Customer to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior notice has been given to Customer of such disclosure. Prior to publishing any document that names the Customer explicitly or indirectly, Provider shall obtain the Customer's written approval of the manner in which de-identified data is presented.

6. **Disposition of Data**. Upon written request from the Customer, Provider shall dispose of or provide a mechanism for the Customer to download or store Student Data obtained under this Addendum within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this Addendum, if no written request from the Customer is received, Provider shall dispose of all Student Data at the earliest of (a) Provider's standard destruction schedule; (b) when the Student Data is no longer needed for the purpose for which it was received; or (c) as otherwise required by law. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified.

7. **Advertising Limitations.** Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to Customer. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or Customer employees; or (iii) to notify account holders about new education product updates,

features, or services or from otherwise using Student Data as permitted in this Addendum and its accompanying exhibits.

ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the Customer, Provider will provide a list of the locations where Student Data is stored.

2. **Audits.** No more than once a year, or following unauthorized access, upon receipt of a written request from the Customer with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, Provider will allow the Customer to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the Customer . Provider will cooperate reasonably with the Customer and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of Provider and/or delivery of Services to students and/or Customer, and shall provide reasonable access to Provider's facilities, staff, agents and Customer's Student Data and all records pertaining to Provider, Customer and delivery of Services to the Customer. Failure to reasonably cooperate shall be deemed a material breach of the Addendum.

3. **Data Security**. Provider agrees to utilize adequate and appropriate administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification.

4. **Data Breach**. In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by Provider Provider shall provide notification to Customer within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider 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 Provider and as it becomes available:

        i.   The name and contact information of the reporting Customer subject to this section.

        ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.

        iii. If the information is 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.

        iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and

        v.   A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

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(2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

(3) Provider 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 incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide Customer, upon request, with a summary of said written incident response plan.

(4) Customer shall provide notice and facts surrounding the breach to the affected students, parents or guardians.

(5) In the event of a breach originating from Customer's use of the Service, Provider shall cooperate with Customer to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: MISCELLANEOUS

1. **Termination**. In the event that either Party seeks to terminate this Addendum, they may do so by mutual written consent. Either party may terminate this Addendum and any service agreement or contract if the other party breaches any terms of this Addendum.

2. **Effect of Termination Survival**. If the Addendum is terminated, Provider shall destroy all of Customer's Student Data pursuant to Article IV, section 6.

3. **Priority of Agreements**. This Addendum shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this Addendum. This Addendum, together with any attachments, constitutes the entire Data Sharing Agreement between the Parties and supersedes all priopr agreements, understandings, and writings with respect to the subject matter hereof.

4. **Entire Agreement**. This Addendum, including all attachments, constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the Parties relating thereto. This Addendum may be amended and the observance of any provision of this Addendum may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

5. **Severability**. Any provision of this Addendum that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Addendum, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this Addendum or affecting the validity or enforceability of such provision in any other jurisdiction.

6. **Governing Law; Venue and Jurisdiction**. THIS ADDENDUM WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF COLORADO, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR BOULDER COUNTY, COLORADO FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS ADDENDUM OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. **Successors Bound**: This Addendum is and shall be binding upon the respective successors in interest to Provider 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 Provider sells, merges, or otherwise disposes of its business to a successor during the term of this Addendum, Provider shall provide written notice to the Customer 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 Addendum and any obligations with respect to Student Data within the Addendum. The Customer has the authority to terminate the Addendum if it disapproves of the successor to whom Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this Addendum, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof.

9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

EXHIBIT "A"
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.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

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

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

EXHIBIT "B"
DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be de-identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written agreement with a Customer to provide a service to that Customer shall be considered an "operator" for the purposes of this section.

Provider: For purposes of the Addendum, the term "Provider" means Provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the Addendum the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "student-generated content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this Addendum and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from Education Records.

Service Agreement: Refers to the MagicSchool.ai Terms of Service.

Student Data: Student Data includes any data, whether gathered by Provider or provided by Customer or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to,

information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "personally identifiable information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this Addendum, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this Addendum, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than Customer or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a Provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this Addendum, the term "Third Party" when used to indicate Provider of digital educational software or services is replaced by the term "Provider."