

OK AS TO FORM
AMH 4-22-2026

**Follett Software, LLC
Data Privacy Agreement**

This Data Privacy Agreement (“Agreement”) is entered into as of the date last signed by and between (District)Jefferson County Public Schools and Follett Software, LLC (“Follett”).

RECITALS

WHEREAS, Follett provides software and related services to the District that may involve access to personally identifiable student information;

WHEREAS, the parties desire to ensure compliance with applicable federal and state student privacy laws, including the Family Educational Rights and Privacy Act (“FERPA”) and the Children’s Online Privacy Protection Act (“COPPA”); and

WHEREAS, the parties intend that this Agreement set forth their mutual understanding regarding the handling of student data.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Purpose and Scope

This Agreement governs Follett’s access to and use of student data provided by the District in connection with the Agreement.

2. Role of Follett

For purposes of FERPA, Follett shall be deemed a “school official” with a legitimate educational interest, and shall access student data only to perform services under the Agreement and subject to the District’s control.

3. Ownership of Data

All student data remains the sole property of the District. Follett does not acquire any right, title, or interest in the data except as necessary to provide the contracted services.

4. Parent Access

The District will, as required by law, establish procedures for parents, legal guardians, or eligible students to review student data, request corrections, and transfer student-generated content to a personal account where technically feasible. The District will provide parents, legal guardians, or eligible students the opportunity to review the relevant

student data. If a parent, guardian, or student contacts Follett directly to access or correct student data, Follett will promptly refer the request to the District for handling under the District's procedures.

5. Prohibited Use

Follett will not use student data for any other purpose than providing its services to the District, unless otherwise authorized by this Agreement. Without limiting the foregoing, Follett will not sell student data and will not use student data for advertising.

6. Authorized Uses of Student Data

Follett may use de-identified student data for research, development, and service improvement, consistent with applicable law.

7. Disclosure of Student Data

- 7.1** Follett acknowledges and agrees that it will not re-disclose student data except as directed or permitted by the District or this Agreement.
- 7.2** Follett may disclose student data in response to a subpoena or judicial order, provided Follett shall provide notice to District prior to disclosure under this subsection unless prohibited by law.
- 7.3** Follett may disclose student data to engaged by Follett to perform services under this Agreement.

8. Security

Follett will maintain industry standard administrative, technical, and physical safeguards reasonably designed to protect student data against unauthorized access, disclosure, or use.

9. Compliance

Follett and the District will each make a good faith effort to comply with all applicable federal, state, and local laws, rules, and regulations governing the privacy and security of student data, as such laws may be amended from time to time. Where required by applicable law, student data shall be stored within the United States.

10. Unauthorized Access

In the event a third party accesses the student data without authorization, the parties' responsibilities are defined as follows:

10.1. District's Responsibilities

- a. The District will reasonably assist Follett in Follett's investigation and response efforts in response to the unauthorized access to student data contained in a Follett system.
- b. The District shall provide notice of the unauthorized access to the affected students, parents, and/or guardians to the extent required by law or regulation.

10.2 Follett's Responsibilities

- a. Within seventy-two (72) hours of any confirmed unauthorized access to student data contained in a Follett system, Follett will notify the District.
- b. Follett will reasonably assist the District in the District's investigation and response efforts in response to the unauthorized access to student data contained in a Follett system.
- c. Within five (5) business days of any confirmed unauthorized access to student data contained in a Follett system, Follett will provide a written report with the following information:
 - 1. A general description of the unauthorized access.
 - 2. An estimated date or date range when the unauthorized access occurred.
 - 3. A summary of the types of student data subject to the unauthorized access.
 - 4. A confirmation of whether Follett has communicated with any governmental entity regarding the unauthorized access.

11. Subprocessors

Follett may engage subprocessors to perform services, provided they are bound by obligations no less protective of student data than those contained in this Agreement.

12. Term and Termination

- 12.1** This Agreement will remain in effect for as long as Follett provides services to the District, unless terminated earlier by mutual written agreement.
- 12.2** Upon termination of the Agreement, Follett will delete student data in its possession in a commercially reasonable period of time not to exceed ninety (90) days, except that Follett may retain de-identified student data for use consistent with Section 6 of this Agreement.

13. Limitation of Liability

Notwithstanding any other provision or contract document, and to the maximum extent permitted by applicable law, in no event shall Follett, its affiliates, or their respective directors, shareholders, employees, agents and representatives (collectively, the “Follett Parties”) be liable to the District for any incidental, consequential, indirect, reliance, special, or punitive damages (including, but not limited to, lost profits, business interruptions, loss or inaccuracy of data, loss or interruption of use or cost of procuring substitute technology, goods or services, loss of business information or other pecuniary loss) arising out or related to this Agreement, regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, breach of warranty, failure of essential purpose, or otherwise, and even if the party has been advised of the possibility of such damages. Notwithstanding any other provision or contract document, and to the maximum extent permitted by applicable law, the Follett Parties’ total aggregate liability for any claims, including, but not limited to, claims for indemnification or reimbursement, brought by the District arising out of or related to this Agreement is limited to one thousand dollars (\$1,000.00). These limitations are independent from all other provisions of this Agreement and shall apply notwithstanding the failure of any remedy provided herein.

14. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the state where the District is located, without regard to conflict of laws principles. The parties consent to the jurisdiction of the state and federal courts with jurisdiction over the county of the District for any dispute arising out of or relating to this Agreement.

15. Entire Agreement

This Agreement constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about Follett’s access to and use of student data provided by the District in connection with the Agreement. Any different or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties hereafter, shall have no effect under this Agreement.

16. Amendment

This Agreement may be amended only in a writing signed by both parties.

17. Assignment

Neither party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be

unreasonably withheld, conditioned or delayed; provided, however, that either party may assign its rights or delegate its obligation, in whole or in part, without such consent, to (a) one or more of its affiliates, (b) an entity that acquires all or substantially all of the business or assets of such party, or all or substantially all of the business or assets of the subject business unit of such party, to which the Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise.

18. Severability

If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. The invalidity or unenforceability of a provision in one jurisdiction will not affect the validity or enforceability of that provision in any other jurisdiction. The parties will negotiate in good faith to replace any invalid or unenforceable provision with a valid provision that most closely reflects the parties' original intent, and the remaining provisions of this Agreement will continue in full force and effect.

19. Counterparts; Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures delivered by electronic means shall be deemed effective.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Jefferson County Public Schools

By: _____

Name: Dr. Brian Yearwood

Title: Superintendent

Date:

Follett Software, LLC

By:  _____

Name: Jim Butler

Title: VP, Worldwide Engineering

Date:04-23-2026 16:21:05 GMT

EXHIBIT "B"
SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System (Windows)	Check if Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check if Used by Your System (iOS)	Check if Used by Your System (Browser Based)	Check if Used by Your System (Other, please specify: _____)
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X	X	X	X	Session based only
	Other application technology meta data- Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	X	X	X	X	Session based only
Assessment	Standardized test scores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other assessment data-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demographics	Date of Birth	X	X	X	X	<input type="checkbox"/>
	Place of Birth	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Gender (optional)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ethnicity or race (optional)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Language Information (native, or primary language spoken by student)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student disability information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System (Windows)	Check if Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check if Used by Your System (IOS)	Check if Used by Your System (Browser Based)	Check if Used by Your System (Other, please specify: _____)
	Other demographic information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Enrollment	Student school enrollment	X	X	X	X	<input type="checkbox"/>
	Student grade level	X	X	X	X	<input type="checkbox"/>
	Homeroom	X	X	X	X	<input type="checkbox"/>
	Guidance counselor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Specific curriculum programs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Year of graduation	X	X	X	X	<input type="checkbox"/>
	Other enrollment information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian Contact Information	Address	X	X	X	X	<input type="checkbox"/>
	Email	X	X	X	X	<input type="checkbox"/>
	Phone	X	X	X	<input type="checkbox"/>	<input type="checkbox"/>
Parent/Guardian ID	Parent ID number (created to link parents to students) Follett creates our internal ID for all users	X	X	X	X	<input type="checkbox"/>
Parent/Guardian Name	First and/or Last	X	X	X	X	<input type="checkbox"/>
Schedule	Student scheduled courses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Teacher names	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Special Indicator	English language Learner information	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Low income status	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Medical alerts/ health data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System (Windows)	Check if Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check if Used by Your System (IOS)	Check if Used by Your System (Browser Based)	Check if Used by Your System (Other, please specify: _____)
	Specialized education services (IEP or 504)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Living situations (homeless/foster care)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff Data	First and Last Name	X	X	X	X	<input type="checkbox"/>
	Email Address	X	X	X	X	<input type="checkbox"/>
	Staff ID number Follett creates our own internal ID, not the same as yours	X	X	X	X	<input type="checkbox"/>
	Other information – Please specify	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Email	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Identifiers	Local (School district) ID number	X	X	X	X	<input type="checkbox"/>
	State ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Provider/App assigned student ID number Follett creates our own internal ID, not the same as yours	X	X	X	X	<input type="checkbox"/>
	Student app username	X	X	X	X	<input type="checkbox"/>
	Student app passwords	X	X	X	X	<input type="checkbox"/>
Student Name	First and/or Last	X	X	X	X	<input type="checkbox"/>
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program- student reads below grade level)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Category of Data	Elements	Check if Used by Your System (Windows)	Check if Used by Your System (ChromeOS - apps/extensions from Chrome Web Store and Google Play Store)	Check if Used by Your System (iOS)	Check if Used by Your System (Browser Based)	Check if Used by Your System (Other, please specify: _____)
	Other student work data -Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student course grades/ performance scores	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other transcript data - Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Other transportation data – Please specify:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other	Please list each additional data element used, stored, or collected by your application:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
None	No Confidential Data collected at this time. Provider will immediately notify JCPS if this designation is no longer applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>