



| It's about ALL kids.

Issue Paper

DATE:

June 8, 2026

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract and conditions with RTI Scheduler for Woodland Middle School for the 2026-27 school year.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

RTI Scheduler addresses the logistics of providing flexible student schedules for targeted intervention and enrichment, and assists schools in helping plan and execute a schedule as easily and effectively as possible. Student sessions can be as customized as frequently as needed, giving teachers more time to meet their learners' needs outside of the typical classroom. This program and related work combine to support the school's 2026-27 Action Plan goal related of increasing proficiency in literacy and math for grades 6-8. It also aligns to all content standards which results in integrating literacy skills across the curriculum. By leveraging RTI Scheduler with our existing High-Quality Instructional Resources (HQIR), our teachers can create differentiated instruction for each student that reinforces any subject matter. This tool will help our school manage the logistics of our intervention period, while providing optimized opportunities for reteaching, skills instruction, and overall improved student achievement.

FISCAL/BUDGETARY IMPACT:

\$3160 (School Instructional Funds -7000)

RECOMMENDATION:

Approve the contract and conditions with RTI Scheduler for Woodland Middle School for the 2026-27 school year.

CONTACT PERSON:

Lafon Benton


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.



RTI Scheduler

Gammon Applications, LLC
111 Woodcliff Lane
Rogers, AR 72756

(479) 633-3849
support@rtischeduler.com
www.rtischeduler.com

QUOTE TO:

Woodland Middle School
Kenton County School District
5399 Pride Parkway
Taylor Mill, KY 41015
859-356-7300

Quote Issue Date: 6/9/2026

This quote is valid for 60 days after the issue date

Description	Unit	Quantity	Cost	Duration	Line Total
RTI Scheduler - www.rtischeduler.com - software license per student	student	580	\$2.00	Full Year Term	\$1,160.00
RTI Scheduler - www.rtischeduler.com - software license per school	school	1	\$2,000.00	Full Year Term	\$2,000.00
RTI Scheduler - virtual training and consulting	hour	3	\$0.00		-

QUOTE TOTAL \$3,160.00

NOTES

Quote for RTI Scheduler software licenses for a full year term.

Requested by: Lafon Benton

Term Start: 7/1/2026

Title: Principal

Term End: 6/30/2027

Email: lafon.benton@kenton.kyschools.us

PURCHASING INSTRUCTIONS

- 1) Send a copy of the Purchase Order to **purchasing@rtischeduler.com**
- 2) Upon receipt of the Purchase Order, RTI Scheduler will create an Invoice that includes the Purchase Order number.
- 3) The Due Date on the Invoice will be:
 - a) If paying before July 1, 2026: Due Date will be June 30, 2026
 - b) If paying after July 1, 2026: Due Date will be either Net 30 Days upon receipt of Purchase Order; or August 1, 2026; whichever is later
 - c) If your school needs to pay after September/October 2026 due to funding, please let us know and the Invoice Due Date can be adjusted accordingly.
- 4) W9 Form can be found here: <https://bit.ly/W9GammonApplicationsLLC>

For questions, please contact purchasing@rtischeduler.com, or reach out directly to Darice Gammon at (479) 633-3849 | darice@rtischeduler.com



Kenton County School District | It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

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.

Gammon Applications, LLC (d.b.a. RTI Scheduler)

Vendor Name

111 Woodcliff Lane, Rogers, AR 72756

Vendor Address

479-633-3849

Vendor Telephone

darice@rtischeduler.com

Vendor Email Address



Digitally signed by Darice Gammon

Date: 2026.06.11 09:24:34 -05'00'

Signature by Vendor's Authorized Representative

Darice Gammon

Print Name

6/11/2026

Date

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “**Agreement**”), is dated as of this 1st day of July, 2026 (the “**Effective Date**”), by and between Gammon Applications, LLC, an Arkansas limited liability company (“**Licensor**”), and Woodland Middle School in Kenton County School District, a Kentucky public school (“**Licensee**”). Licensor and Licensee are referred to collectively in this Agreement as the “**Parties**.”

RECITALS:

WHEREAS, Licensor is principally situated at 111 Woodcliff Lane, Rogers, Arkansas 72756 (the “**Licensor’s Place of Business**”);

WHEREAS, Licensee is principally situated at 2044 Tuscanyview Drive, Covington, Kentucky 41017;

WHEREAS, Licensor has developed and owns certain educational scheduling software named RTI Scheduler (“**Software**”);

WHEREAS, Licensor holds intellectual property rights in the Software;

WHEREAS, Licensee now desires a license from Licensor for use of the Software for educational purposes; and

WHEREAS, Licensor now desires to grant Licensee a license for use of the Software for educational purposes only, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and obligations undertaken herein, Licensor and Licensee agree as follows:

ARTICLE I GRANT OF LICENSE

I.01 License. Subject to the other terms and conditions of this Agreement, Licensor hereby grants to Licensee, as of the Effective Date, the right and license to use the Software for educational purposes. The license granted herein is non-transferable and non-assignable.

ARTICLE II TERM, PAYMENT, AND SERVICE

2.01 Term. The term of the Agreement will expire at the end of Licensee’s fiscal year, which is June 30, 2027. Based upon this date, Licensee shall indicate the initial term of the Agreement (the “**Initial Term**”) by marking one of the following boxes:

- ☒ “**Full Year Term**” — Any period of time not longer than twelve (12) calendar months from the Effective Date, but equal to or greater than six (6) calendar months from the Effective Date.
- ☐ “**Half Year Term**” — Any period of time not longer than six (6) calendar months from the Effective Date.

2.02. Renewal. Licensee may, at its option, renew this Agreement for a twelve (12) calendar month term (“**Subsequent Term**”) if Licensee provides to Licensor written notice not less than thirty (30) days prior to the end of the Initial Term or any Subsequent Terms and if Licensee is not in breach of the Agreement.

2.03 License Fee. In consideration of the rights and the license being granted to it hereunder, at the time this Agreement is executed, Licensee shall pay to Licensor a fee for use of the Software during the Initial Term (“**License Fee**”). The per-student License Fee is based on Licensee’s expected enrollment number, as measured by the number of students enrolled on or about the Effective Date. The expected enrollment number shall be disclosed to Licensor prior to execution of this Agreement, or prior to renewal of the Agreement for any Subsequent Term.

During the Initial Term, the License Fee will be based on the type of term selected by Licensee in Section 2.01, as reflected in this chart.

Term	License Fee
Full Year Term	\$2.00 per student
Half Year Term	\$1.00 per student

Upon Licensee’s renewal of this Agreement, Licensee must pay to Licensor a new License Fee on the day any Subsequent Term begins. For all Subsequent Terms, the License Fee is subject to review and revision by Licensor.

2.04 Excess Student Enrollment Fee. Licensee is permitted to enroll students at a five percent (5%) rate over the expected student enrollment number disclosed to Licensor, as discussed in section 2.03 above. Licensee may make a written request to Licensor for additional student licenses if the enrollment number exceeds the five percent (5%) rate; however, any additional student licenses over the five percent (5%) permitted rate will cost \$2.00 per student (“**Excess License Fee**”), irrespective of the term in effect at the time Licensee makes the request.

2.05 Annual Management Fee. In consideration of the rights and licenses being granted to it hereunder, Licensee shall, in addition to the License Fee, pay to Licensor an annual management fee of \$2000.00 (“**Management Fee**”). The Parties acknowledge that the Management Fee encompasses and fairly compensates Licensor for software usage and providing necessary maintenance. An optional three (3) hours of virtual training and consulting by individuals authorized by Licensee (“**Schedulers**”) regarding the use of the Software will be provided upon Licensee’s request at no additional charge.

2.06 Use of Software. Licensee must utilize an electronic mail account through Google or Microsoft to access the service. Upon the Effective Date, Licensee is permitted to use the Software for the following purposes:

- (a) Maintaining a list of current students;
- (b) Maintaining a list of current instructors;
- (c) Maintaining a list of current student advisory instructors;
- (d) Maintaining a list of offered courses;

- (e) Maintaining an imported list (in a format specified by the scheduling tool) of student course enrollments containing information related to a student's classroom schedule and instructors;
- (f) Granting scheduling tool access to school administrators;
- (g) Creating sessions within each schedule;
- (h) Enrolling students to sessions within a schedule;
- (i) Identifying instructors that have not created a session;
- (j) Identifying students that have not been enrolled for each schedule;
- (k) Sending email notifications and links asking instructors to create a session for a schedule;
- (l) Sending email notifications and links to students asking them to self-enroll for certain sessions within a schedule; and
- (m) Sending email notifications to students with their session for a schedule.

2.07 Consulting Services. Upon written request by Licensee to Licensor, Licensor may send Schedulers to provide additional consulting regarding the Software outside of the initial training and consulting periods described in section 2.05 above. These additional consulting services will be charged at a rate of \$100.00 per hour.

2.08 Maintenance Periods for Licensor Services. Licensor shall perform scheduled maintenance between the hours of 12AM and 3AM CST on any day. Services provided to Licensee will continue during the maintenance period unless the Licensor requires use of the Software to be suspended during the maintenance period.

2.09 Maintenance of School Data. Licensee shall be responsible for providing and maintaining all data and information necessary and related to the use of the Software.

2.10 Updating Software. Licensor's Software is a cloud offering. It may be updated or changed at any point in time. If the Software is upgraded or changed, Licensee shall continue to access the features of Licensor's services.

ARTICLE III INTELLECTUAL PROPERTY

3.01 Intellectual Property. Each Party acknowledges and agrees that, as between the Parties, Licensor shall remain the sole and exclusive owner of all right, title and interest in and to the Software and that this Agreement does not affect such ownership. Each Party further acknowledges and agrees that, as between the Parties, Licensee shall acquire no rights under this Agreement in or to the Software other than the limited rights specifically granted in this Agreement.

3.02 Restrictions. Licensee shall not (a) modify, translate, reverse engineer, decompile or disassemble any of the Software; (b) infect or expose any of the Software to any virus or other contaminant or disabling device, including any code, command, "time-bomb" or other harmful or malicious device; (c) access or use any of the Software in any manner that infringes, misappropriates or otherwise violates the intellectual property or other proprietary rights of any third party, or that violates any applicable law, rule, regulation, ordinance or other decree imposed or promulgated by any governmental or regulatory authority; or (d) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm any of the Software. Licensee shall be responsible and liable for all activities of its employees and any other person to whom Licensee has granted or otherwise allowed access to any of the Software (including any customer, subscriber or sub-licensee of Licensee), and shall be responsible for ensuring that such employees and other Persons (including any customer, subscriber or sub-licensee of Licensee) abide by the foregoing restrictions and the other terms and conditions set forth herein.

ARTICLE IV CONFIDENTIAL INFORMATION

4.01 Definition of Confidential Information. The term "Confidential Information" means all information not generally known to the public, and not readily ascertainable through proper means by the public.

4.02 Use and Disclosure. Neither Party shall (a) use the other Party's Confidential Information other than for purposes of facilitating the authorized uses of the Software; or (b) disclose the other Party's Confidential Information to any third party, without the prior written authorization of the Party to whom the Confidential Information belongs. Each Party agrees that it will at all times protect the other Party's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own Confidential Information.

4.03 Equitable Remedies. Each Party acknowledges and agrees that the other Party's remedies at law for breach or threatened breach of any of the provisions of this Article IV would be inadequate and, in recognition of that fact, in the event of any such breach or threatened breach, it is agreed that, in addition to other remedies to which it may be entitled, the other Party will be entitled to equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction without the necessity of posting bond, or any other equitable relief which may then be available; *provided, however*; that the nothing contained herein shall be construed as prohibiting the non-breaching Party from pursuing any other remedies available to it for such breach or threatened breach, including recovery of damages from such breaching Party.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of Licensee. Licensee represents and warrants to Licensor as of the Effective Date that:

(a) Licensee is a school district of the State of Kentucky. Licensee has all requisite power and authority to carry on its business.

(b) Licensee has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Licensee and the performance by Licensee of its obligations hereunder have been duly and validly authorized by all necessary action on the part of Licensee. This Agreement has been duly and validly

executed and delivered by Licensee and, assuming the due authorization, execution and delivery by Licensor, constitutes a valid and binding obligation of Licensee enforceable against Licensee in accordance with its terms.

(c) Licensee is not subject to any claims, encumbrances, liens, licenses, judgments and/or security interests that could reasonably be expected to have an adverse effect on the right to use the Software.

(d) There is no action, suit, proceeding, claim or investigation pending or threatened against Licensee in any court or by or before any governmental authority, or before any arbitrator, of any kind, which, if adversely determined, would restrict the ability of Licensee to perform its obligations hereunder. Licensee knows of no basis for any such action, suit, proceeding, claim or investigation.

5.02 Representations and Warranties of Licensor. Licensor represents and warrants to Licensee as of the Effective Date that:

(a) Licensor is a limited liability company validly existing and in good standing under the laws of the State of Arkansas. Licensor has all requisite power and authority to carry on its business.

(b) Licensor has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Licensor warrants and represents that it owns or controls all intellectual property rights necessary to the performance of this Agreement. The execution and delivery of this Agreement by Licensor and the performance by Licensor of its obligations hereunder have been duly and validly authorized by all necessary action on the part of Licensor. This Agreement has been duly and validly executed and delivered by Licensor and, assuming the due authorization, execution and delivery by Licensee, constitutes a valid and binding obligation of Licensor enforceable against Licensor in accordance with its terms.

(c) There is no action, suit, proceeding, or material claim or investigation pending or threatened against Licensor, in any court or by or before any governmental authority, or before any arbitrator of any kind, which, if adversely determined, would restrict Licensor's ability to perform its obligations hereunder. Licensor knows of no basis for any such action, suit, proceeding, claim or investigation.

(d) The Software is not subject to any claims, encumbrances, liens, licenses, judgments and/or security interests that could reasonably be expected to have an adverse effect on the right to use the Software.

ARTICLE VI INDEMNIFICATION

6.01 Indemnification by Licensee. Licensee shall indemnify, defend, and hold harmless Licensor from and against any and all damages, losses, liabilities, judgments, awards, costs and expenses of any nature whatsoever, including reasonable attorneys' fees and court costs (collectively, "Damages"), incurred by any of them as a result of any Third Party claims, actions, suits or proceedings arising from any breach of any representation, warranty, covenant or agreement of Licensee herein. Where Licensee enjoys immunity, the above indemnification applies only to the extent that Licensee maintains coverage by liability insurance. Licensee shall name Licensor as an additional insured under all applicable insurance policies insuring Licensee. Upon Licensor's request, Licensee shall within seven days have delivered to Licensor certificates of insurance and copies of insurance policies showing that coverage and limits satisfactory to Licensor are in full force and effect.

6.02 Indemnification by Licensors. Licensors shall indemnify, defend, and hold harmless Licensee from and against any and all Damages incurred by any of them as a result of any Third Party claims, actions, suits or proceedings arising from any breach of any representation, warranty, covenant or agreement of Licensors herein.

6.03 Remedies. No remedy set forth in this Agreement is intended to be exclusive of any other remedy. Each remedy shall be in addition to every other remedy provided hereunder, or now or hereafter existing at law, in equity, by statute, or otherwise.

ARTICLE VII TERMINATION

7.01 Termination by the Parties. This Agreement may be terminated:

- (a) By mutual written consent of Licensors and Licensee;
- (b) By Licensee in the event Licensors has breached in any material respect any representation, warranty, covenant or agreement of Licensors contained in this Agreement, Licensee has notified Licensors of the breach and the breach has continued without cure for a period of thirty (30) days after the notice of breach; or
- (c) By Licensors in the event Licensee has breached in any material respect any representation, warranty, covenant or agreement of Licensee contained in this Agreement, Licensors has notified Licensee of the breach and the breach has continued without cure for a period of thirty (30) days after the notice of breach.

Any termination of this Agreement pursuant to this Section 7.01 shall be effective upon the delivery of written notice by the terminating Party to the other Party.

7.02 Effect of Termination. Upon termination of this Agreement pursuant to this Article VII, all rights and obligations of the Parties under this Agreement shall terminate, except as provided in this Section 7.02. Termination of this Agreement shall not relieve or release either Party of any right or obligation which, at the time of such termination, has already accrued to such Party or which is attributable to a period prior to such termination, nor will any expiration or termination of this Agreement preclude either Party from pursuing all rights and remedies it may have under this Agreement, at law or in equity, with respect to breach of this Agreement. For the avoidance of doubt, it is understood that termination of this Agreement by Licensors due to Licensee's failure to make payments due under Article II hereof shall not relieve Licensee from the obligation to make such payments owed prior to such termination, but will terminate the license granted hereby.

ARTICLE VIII MISCELLANEOUS

8.01 Notices. Except as expressly set forth to the contrary in this Agreement, all notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and must be given either by depositing that writing in the United States mail, addressed to the recipient, postage paid, and registered or certified with return receipt requested or by delivering that writing to the recipient in person, by courier, or by facsimile transmission; and a notice, request, or consent given under this License is effective on receipt by the person to receive it. All notices, requests, and consents to be

sent to a Party must be sent to or made at the following addresses (or such other address as that a Party may specify by notice to the other Party):

If to Licensor:

Gammon Applications, LLC
Attn: Darice Gammon
111 Woodcliff Lane
Rogers, Arkansas 72756;

with a copy to:
Quattlebaum, Grooms & Tull PLLC
Attn: Andrew S. Dixon
4100 Corporate Center Drive, Ste. 310
Springdale, Arkansas 72762; and

If to Licensee:

Woodland Middle School
Kenton County School District
Attn: Lafon Benton
2044 Tuscanyview Drive
Covington, Kentucky 41017;

Whenever any notice is required to be given by law or this Agreement, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

8.02 Binding Effect. This Agreement is binding on and inures to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

8.03 Attorneys' Fees. If any legal action or other legal proceeding relating to any of the transactions contemplated by this Agreement or the enforcement of any provision of any of the documents, including this Agreement, relating to such transactions brought against either Party, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs (in addition to any other relief to which the prevailing Party may be entitled).

8.04 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky.

8.05 Venue and Jurisdiction. If any legal proceeding or other legal action relating to this Agreement is brought or otherwise initiated, the venue shall be in either the state or federal court embracing the Licensor's Place of Business, and either shall be deemed a convenient forum.

8.06 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to other Persons or circumstances shall not be affected thereby and that provision shall be enforced to the greatest extent permitted by Law.

8.07 Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together will constitute the same Agreement. Any signature page of a counterpart, or any electronic facsimile of it, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement. The telecopy or other facsimile transmission of any signature will be deemed to be an original and will bind each Party.

8.08 Headings and Recitals. The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement. Each of the recitals set forth herein are true and correct and are incorporated herein by this reference.

8.09 Legal Representation of the Parties. This Agreement was negotiated by the Parties, each having the opportunity to seek the advice of counsel. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof.

8.10 Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties as to its subject matter, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their agreement. This Agreement will not be modified or amended except in writing signed by the parties and specifically referring to this Agreement. This Agreement will take precedence over any other documents between the parties which may conflict with this Agreement.

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed by their duly authorized and empowered representatives as of the Effective Date.

LICENSOR:

Gammon Applications, LLC,
an Arkansas limited liability company

By: _____

Darice Gammon, Chief Executive Officer

[LICENSEE SIGNATURE PAGE FOLLOWS]

LICENSEE:

Woodland Middle School,
Kenton County School District,
a Kentucky Public School

By:

Lafon Benton, Principal

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

Gammon Applications, LLC (d.b.a RTI Scheduler)

and

Kenton County School District

This Student Data Privacy Agreement ("**DPA**") is entered into on the date of full execution (the "**Effective Date**") and is entered into by and between:

Kenton County School District, located at 2044 Tuscanyview Dr. Covington, KY 41017 (the "**Local Education Agency**" or "**LEA**") and

RTI Scheduler, located at 111 Woodcliff Lane Rogers, AR 72756 (the "**Provider**").

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by 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 Children's Online Privacy Protection Act ("**COPPA**") at 15 U.S.C. § 6501-6506 (16 CFR Part 312), applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. Special Provisions. Check if Required

- ☐ If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.
 - ☐ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H". (Optional)**
 - ☐ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms
3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
 4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.
 5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").
 6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: _____ Title: _____

Address: 2044 Tuscanyview Dr. Covington, KY 41017 _____

Phone: _____ Email: _____

The designated representative for the Provider for this DPA is:

Name: Darice Gammon _____ Title: CEO _____

Address: 111 Woodcliff Lane, Rogers, AR 72756 _____

Phone: 479-633-3849 _____ Email: darice@rtischeduler.com _____

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA Kenton County School District

By: _____ Date: _____

Printed Name: _____ Title/Position: _____

Provider: RTI Scheduler

By: _____ Date: _____

Printed Name: Darice Gammon _____ Title/Position: CEO _____

STANDARD CLAUSES

Version 1.0

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA 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. 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 above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA 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 Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access**. To the extent required by law the LEA 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 an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account.** If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA 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 the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws.** LEA 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 the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA 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.** LEA 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.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The 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"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect

to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.

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 LEA or this DPA. 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 the Provider pursuant to this DPA. 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 the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the 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 DPA or any request by LEA 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 written notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.
6. **Disposition of Data.** Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, 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 DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **"Directive for Disposition of Data"** form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
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 LEA. 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 LEA 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 DPA 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 LEA, 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 LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality agreement, the Provider will allow the LEA 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 LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.
3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in Exhibit "F". Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to Exhibit "H". Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in Exhibit "F". Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
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 the Provider the Provider shall provide notification to LEA 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 the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA 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.
- (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 LEA, upon request, with a summary of said written incident response plan.
 - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
 - (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

- 1. **Termination**. In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.
- 2. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
- 3. **Priority of Agreements**. This DPA 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 DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between

Exhibit "H", the SDPC Standard Clauses, and/or the Supplemental State Terms, **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute 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 DPA may be amended and the observance of any provision of this DPA 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 DPA 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 DPA, 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 DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, 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 THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA 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 the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA 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 DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the 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 DPA, 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"
DESCRIPTION OF SERVICES

RTI Scheduler is a Software as a Service that supports the execution of a school's Response to Intervention (RTI) implementation by providing communication, scheduling, and enrollment tools to admins, teachers, and students.

RTI Scheduler uses the data provided by the LEA in Exhibit B to allow a school to quickly navigate through their students, identify placement opportunities, and ensure 100% of instructors and students are participating in RTI time.

School admins create schedules and send email notifications to instructors and students. Instructors create RTI Sessions, enroll students into sessions, and take attendance. Students can view RTI Schedules and their assigned session. If an admin permits student self-enrollment for a schedule, a student may choose a session to attend from a list of sessions.

Admins may use email notifications to coordinate the creation and enrollment of a schedule. They may also initiate email notifications to students informing them of a self-enrollment window, or to notify them of their session placement.

EXHIBIT "B"
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.	✓
	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	✓ (optional)
	Student class attendance data	✓ (optional)
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)	

Category of Data	Elements	Check if Used by Your System
	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	✓ (optional)
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	✓ (optional)
Parent/Guardian Name	First and/or Last	✓ (optional)
Schedule	Student scheduled courses	✓
	Teacher names	✓
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	

Category of Data	Elements	Check if Used by Your System
	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	✓
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.	

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	
Transcript	Student course grades	✓ (optional)
	Student course data	✓ (optional)
	Student course grades/ performance scores	✓ (optional)
	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 “C”

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 an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, 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 DPA 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 DPA 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 Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA 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 DPA, 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 the 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 DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA 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.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

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 DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Kenton County School District

Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

Categories of data:

_____Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____Disposition shall be by destruction or deletion of data.

_____Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

Special instructions:

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____As soon as commercially practicable.

_____By Date:

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Provider

Date

EXHIBIT E - NOT AVAILABLE

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity Frameworks

2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider .

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
✓	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for [State]

Version 1.0

[The State Supplement is an ***optional*** set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (**Exhibit "H"** in this proposed structure).]

EXHIBIT "H"

Additional Terms or Modifications

Version 1.0

LEA and Provider agree to the following additional terms and modifications:

This is a free text field that the parties can use to add or modify terms in or to the DPA. If there are no additional or modified terms, this field should read "None."

618-1/4715859.1

None