Elk Grove Unified School District

Statement of Work

Prepared for:

Jane Ross

Director, College and Career Connections

Elk Grove Unified School District

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Elk Grove, CA 95624

Created by:

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Elk Grove Unified School District
Statement of Work

Date: 3/10/2021	Expiration: 3/31/2021

Term: 3/16/2021 - 3/15/2022

About Abl

We are an education services and software company with a systematic approach to closing the education opportunity gap. All students must have the ability to make an informed choice about a set of viable and meaningful next steps on their path after high school graduation. We have deep roots in schools and technology. We are also school people. The Abl team is made up of veteran educators, school leaders, district administrators, data scientists, designers and engineers. We solve complex challenges leveraging the diversity and strengths of our experience. We know from our first-hand school and district experience that recognizing district-wide access and opportunity gaps are not enough. We know that district and school leaders need the training and tools to act on their analysis.

Description of Services

Assess

Abl has a two-pronged approach to understanding the student journey; transcript and performance analysis and how master scheduling patterns reflect strategic initiatives.

Abl derives insight into the student equity journey through a multidimensional analysis of student transcript and performance data. This data serves as a baseline for describing the academic preparation students received, which will be used to explore options for improving college and career readiness. We focus on high school student course taking patterns to provide clarity around course participation, course progression, performance, and persistence through disaggregated data of race/ethnicity, gender, poverty, ELL, and special education.

We will lead district and school leaders through a comprehensive data protocol, leveraging the Abl Reporting Dashboard to pinpoint clear opportunities and develop grounded theories of change. This analysis serves as the foundation for an intensive and collaborative action planning process that brings in complete scheduling teams to ensure that insight is translated into action.

After assessing the student journey stories told through the lens of their transcripts we additionally review how master scheduling decisions impact how students and staff are prioritized. Which sections are over or under-subscribed? Are teachers treated equitably? Abl's Master Scheduler provides a unique review of decisions and outcomes determined in the creation of the master schedule, staff and student schedules.

Planning, Analysis and Presentation
Assess
- 1 (60 minute) Kick-off with district leadership to establish project goals and a shared vision of success, develop project plans, and understand timelines.
- 1 (60 minute) Preview of site-level analysis with district leadership to hone in on key opportunities illuminated

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by the data and prepare for implementation of district-wide PD modules.
- *Note: Kick-off and preview delivered virtually*

Annual Software Licenses
- *Abl Reporting Dashboard:* Access to reporting software and quantitative analysis for school and district leaders. Elk Grove Unified School District provides Abl with an initial list of users/email addresses to provide access to the Abl Reporting Dashboard, by high school. Users can have access to one, or many high schools to view their data. Quantitative analysis will be provided in the Abl Reporting Dashboard for the following schools:
  - Cosumnes Oaks High School
  - Elk Grove High School
  - Florin High School
  - Franklin High School
  - Laguna Creek High School
  - Monterey Trail High School
  - Pleasant Grove High School
  - Sheldon High School
  - Valley High School

Data Services:
- *Consultative Data Integration:* Abl collaborates with IT leadership and team to establish processes, creating a personal Data Success Plan.
- *Data Ingestion:*
  - Flat File: Abl provides a Data Dictionary of required data and works with your District IT team to clarify data requirements and set up data ingestion tools and processes. Abl will identify any potential data quality issues and provide support in addressing issues.
- *Course Coding:* Abl experts code each course in the district catalog for subject area, rigor, discipline, and CTE alignment in order to facilitate our research-backed analysis.
- *Analysis:* Determine overall levels of College and Career Readiness (CCR) by using the transcript-based Academic Intensity Measure (AIM) to understand the readiness profile for 2021 graduates and CCR trends from 2019-2020

Bridge

<u>Scheduling Coaching Services</u>

These services are available during the duration of the scheduling term, and culminate in the final one-time data export. These services support visioning around district and school scheduling strategy, responsible for delivering professional development and coaching. There are (5) hours of available coaching services to cover the following topics:

- Strategic Master Scheduling Professional Development
- Participants: School Principals, Assistant Principals & Lead Schedulers (eg. registrars, counselors, etc.)
- School teams will have access to data that will help track progress towards increased equity and efficiency while Master Scheduling
- Module A: Orientation to the Strategic Master Scheduling
    1. Understand the key tenets of equity and student centered strategic master scheduling.
    2. Align on the why of CCR.
    3. Set equity and efficiency goals and establish key metrics to track progress.
- Module B: Course request analysis support
    1. Analyze course requests gathered in accordance with goals set in Module A.
    2. Identify key strategies to implement to alter/gather course requests before placing sections.
    3. Establish groups to be created in the scheduler based on equity goals.
- Module C: Tumble analysis support
    1. Understand when you are ready to tumble and options for tumbling.
    2. Analyze tumble results in accordance with goals set in Module A.
    3. Identify key post-tumble actions to get closer to goals set in Module A.

<u>College and Career Readiness</u>

District and school leaders will convene over multiple virtual sessions to dive deep into their data and develop a detailed action plan to address opportunities for growth. Our action-planning workshop consists of three modules (up to 9 hours total) for up to 50 participants and will be delivered virtually.

- Module 1: *College and Career Readiness (CCR) & The Student Journey* - understand where your school, district, and state currently stand in regards to CCR, learn a framework for evaluating CCR, and investigate the course taking patterns of your students.
- Module 2: *Grounding Theories in Actionable Data* - analyze your school's CCR data with an equity lens, identify the student group(s) and subject areas with the largest gaps, and set goals for improving CCR with a focus on improving results for your underestimated students.
- Module 3: *Action Planning for Equity* - set short term benchmarks and goals for improving CCR, identify key strategies and solutions to achieve these goals focused on increasing access and success for underestimated students, and build an effective action plan with your team on clear next steps.

Abl's team of seasoned school and district leaders will follow-up on the strategic action plans after they are generated, ensuring access to thought-partnership does not stop after the professional development series is concluded.

Launch: Master Scheduler

We partner with school leaders and scheduling teams to help them implement their vision for equitable and efficient schedules. School leaders partner with Abl's master scheduling experts to close access and opportunity gaps where

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they originate- during the master scheduling process.

Annual Software Licenses:
- *Master Scheduler:* Abl's Master Scheduler gives users the ability to manage course requests, surface conflicts, and schedule students and staff to maximize meeting student needs and provides data to make an informed decision about placement to drive equitable access to opportunities. Software access will be provided for school site teams at the following participating schools:
  - Franklin High School
  - Valley High School

Scheduling Product Support Services:
- 24/7 access to a knowledge base and training modules
- Access to an online Support Desk from 9 AM to 8 PM EST, Monday - Friday
- 2-hour product training for scheduling teams
- Up to 5 hours of strategic scheduling coaching modules

Launch Data Services:
- *Consultative Data Integration:* Abl collaborates with IT leadership and team to clarify data format requirements, timeline, and data exchange processes, creating a personal Data Success Plan.
- Data Ingestion:
  - Abl provides a Data Dictionary of required data and works with your District IT team to clarify data requirements and set up data ingestion tools and processes. District IT will create the files in the required format. Abl will identify any potential data quality issues.
- *Data Sync & Maintenance* :
  - Abl will sync your scheduling data nightly based on updated scheduling data (course, students, staff, and course requests) provided from your Student Information System to our SFTP.
- *Schedule Environment Setup:* Abl works with scheduling teams and IT to setup and configure each school's environments: a non-syncing environment with a current year/live master schedule, and syncing-environments for scheduling (that will be exported prior to the start of the next school year).
- *Test exports:* Abl works with IT to ensure complete and accurate data is exported back into your Student Information System prior to final export.
- *Data Export:* Schedule export with District IT to Student Information System prior to school year 2021-2022. Multiple export dates and/or individual school exports can be requested for a fee.
  - Upon completion of scheduling in the Abl platform, Abl will provide a one-time set of Synergy-formatted flat files exported from Abl scheduling platform for Elk Grove Unified School District to import into Elk Grove Unified School District's Student Information System.

Assumptions

- Data Quality is defined in this contract to mean the transformation of extracted district data into the format required by Abl. Elk Grove Unified School District will be responsible for providing and scrubbing the data that will be used for analysis and reporting. Abl will provide support during data quality activities, but will not, however, be responsible for the accuracy or integrity of district data.
- Key Elk Grove Unified School District staff must be available as needed to coordinate and complete data extraction and quality review, and participate in the data collection process. Elk Grove Unified School District staff assigned to work on this project must know where to find the required data. Elk Grove Unified School District staff will perform these tasks on a mutually agreed upon schedule.
- Elk Grove Unified School District must provide the data required for delivery of the product and services in a format specified by Abl, and in a timely manner. Any significant delays in Abl's access to Elk Grove Unified School District data may require a change in this contractual agreement to reflect the additional work necessary to ensure the viability of data for all subsequent phases of this engagement. Significant delays related to data collection or quality activities may result in the postponement of deliverables, as well as additional costs.

Pricing

Description	Price	Quantity	Subtotal
Assess 9 schools	$39,000.00	1	$39,000.00
Bridge 4 schools	$32,000.00	1	$32,000.00
Launch Action Planning Check-ins Master Scheduler for 2 schools	$46,500.00	1	$46,500.00

Total **$117,500.00**

AGREEMENT

The agreement by and between the Client and Abl (this "Agreement") consists of this Scope of Work and the Terms and Conditions included in Attachment A. This Services Agreement and the Data Sharing Agreement dated 3/9/2021 contain the complete understanding of the parties on the subject matter hereof.

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PAYMENT TERMS

- Abl will invoice Client within thirty (30) days upon execution of this Agreement
- Client will pay the total amount upfront for all software and services included in this Agreement
- Client will pay all fees within thirty (30) days of the invoice date

FOR CLIENT USE: Please indicate acknowledgement and agreement of payment terms:

Signature: _____   Date: _____

BILLING INFORMATION

FOR CLIENT USE: Please include contact information for invoicing below. This information will be used by the Abl Billing Department when sending invoices.

Name: ___Elk Grove Unified School District, Accounting Department_____

Email: ___ACCTG@egusd.net_____

Telephone: _____(916) 686-7771_____

AUTHORIZATION

By signing below, the parties hereto ACCEPT AND AGREE to this Agreement as of the last date executed.

Abl

Signature:

_____

Print Name, Title:_____

Date: _____

Elk Grove Unified School District

Signature:

_____

Print Name, Title:_Shannon Hayes, Chief Financial Officer__

Date:_____

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TERMS & CONDITIONS

Always Be Learning, Inc. ("Abl") is an education technology company that provides a proprietary cloud-based software (platform-as-a-service) that enables schools and school districts ("Client") to create and manage master schedules, calendars, and related time-based activities for their schools (the "Platform").

1. RIGHT TO USE PLATFORM

1.1. Platform. Subject to the terms and conditions of this Agreement, Abl hereby grants Client the limited, nonexclusive, nontransferable, non- sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, including use by Client's students, staff and parents, where applicable ("Authorized Users").

1.2. Limitations. The following limitations and restrictions will apply to the Platform:
(a) Client will not provide access to the Platform to any person who is not an employee or contractor of Client or an Authorized User.
(b) Except as expressly permitted hereunder, Client will not and will not permit or authorize any third party to: (i) reverse engineer, decompile,
disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (ii) modify, translate or create derivative works based on the Platform; (iii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (iv) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (v) interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; (vi) disclose or publish, without Abl's express prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Platform; (vii) remove or obscure any proprietary notices or labels of Abl or its suppliers on the Platform or (viii) use the Platform, including the transmission of Client Data, in any manner that violates in any law, rule, regulation or any other legal or regulatory requirement imposed by any regulatory or government agency or political subdivision, whether federal, state, local, or foreign. Abl may filter or inspect data if Abl reasonably suspects or becomes aware of use of the Platform in contravention of the documentation. Abl reserves the right to block, without liability, any Client Data and Client account that violates the terms of this Section 1.

2. OWNERSHIP; RESERVATION OF RIGHTS

2.1. Client Ownership. Client owns (a) any data Client inputs or transmits into the Platform that identifies Client or its students, staff or parents (including Authorized Users) ("Data"), and (b) any other data and content provided by Client or Authorized Users to Abl or input into the Platform, ("Other Data", and, together with the Data, "Client Data"). Client hereby grants to Abl a non-exclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers), transferable (i) right and license during the Term to copy, distribute, display and create derivative works of and use the Client Data to perform Abl's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client Data to create aggregated, non-personally identifiable data or information ("Aggregated Data") and copy, distribute, display, create derivative works of and use the Aggregated Data for benchmarking, product development, research or development purposes, including published research, and (iii) perpetual, irrevocable right and license to copy, distribute, display and create derivative works of and use Other Data for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to the Client Data other than the licenses therein expressly granted to Abl under this Agreement.

2.2. Abl Ownership. Abl retains all right, title and interest in and to the Platform, all copies or parts thereof (by whomever produced) and all intellectual property rights therein. Abl reserves any and all rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3. Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Abl with respect to the Platform. Abl has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Abl a royalty-free, fully paid-up, worldwide, transferable,

sublicenseable, irrevocable, perpetual license to (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4. Client Responsibilities. Client will (a) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Platform and notify Abl promptly of any such unauthorized access or use, and (b) use the Platform only in accordance with the documentation and applicable laws and regulations.

2.5. Data Security. Abl will implement and maintain reasonable administrative, physical and technical safeguards ("Safeguards") designed to prevent any collection, use or disclosure of, or access to Client Data that this Agreement does not expressly authorize.

2.6. Privacy Policy. Abl will comply with the Privacy Policy at https://www.ablschools.com/privacy-policy and terms of the California Student Data Privacy Agreement.

2.7. Right to Data Destruction. If requested by the Client in writing, during or after the term of this agreement, Abl will make reasonable efforts to destroy or otherwise render Client Data (but not Aggregated Data) inaccessible.

3. FEES; PAYMENT TERMS

3.1. Fees; Payment Terms. Unless otherwise agreed to by the parties, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Abl within thirty (30) days from the time such payment is due, Abl may suspend access to the Platform until such payment is made. Fees are non- refundable.

3.2. Net of Taxes. All amounts payable by Client to Abl hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). Client will be solely responsible for payment of any Taxes, except for those taxes based on the income of Abl. Client will not withhold any Taxes from any amounts due Abl.

4. TERM, TERMINATION

4.1. Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the Abl Service Order (the "Term").

4.2. Termination; Effect of Termination. In addition to any other remedies it may have, either party may terminate this Agreement if the other party breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days' notice (or ten (10) days in the case of nonpayment) after receiving notice thereof. Upon any termination of this Agreement for any reason, Abl may, but is not obligated to, in its sole discretion and without delivery of any notice to Client, delete any Client Data stored or otherwise archived on the Platform or on Abl's network. Upon termination of this Agreement, all rights granted hereunder and all obligations of Abl to provide the Platform will immediately terminate and Client will (a) cease use of the Platform; and (b) return or destroy all other copies or other embodiments of Abl's Confidential Information.

4.3. Survival. Upon expiration or termination of this Agreement, all obligations in this Agreement will terminate, provided that Sections 2 (Ownership; Reservation of Rights), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability), and 9 (General) will survive.

5. CONFIDENTIALITY

5.1. As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or

data, regardless of whether it is in tangible form, disclosed by either party (including personally identifiable information) (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective Clients, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Abl's Confidential Information includes, without limitation, the Platform and the terms of this Agreement. Information will not be deemed "Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that the Confidential Information constitutes valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder, in the Abl Privacy Policy or in a separate writing. Notwithstanding any provision of this Agreement, either party may disclose the terms of this Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure, to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement. Upon the termination of this Agreement, each Receiving Party agrees to promptly return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party that is in the possession of the Receiving Party and to certify the return or destruction of all such Confidential Information and embodiments thereof.

6. REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1. Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client represents and warrants that it has the right to provide the Client Identifying Data and Client Content for the purposes contemplated by this Agreement.

6.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND ABL DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7. LIMITATIONS OF LIABILITY

7.1. Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8.1 AND 8.2 BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2. General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM) ABOVE, (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY) ABOVE, AND (C) LIABILITY ARISING FROM A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8.1 AND 8.2 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID OR PAYABLE BY CLIENT TO ABL UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3. Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

8. INDEMNIFICATION

8.1. Indemnification by Abl. Except for liability for which Client is responsible under Section 8.2, Abl will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and third party damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Abl will have no liability or obligation under this Section 8.1 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Abl without Abl's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Abl where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Abl's opinion is likely to become, the subject of any claim of infringement, Abl may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate this Agreement. This Section 8.1 states Abl's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

8.2. Indemnification by Client. Client will indemnify, defend and hold Abl and the officers, directors, agents, and employees of Abl ("Abl Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Abl Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to (a) any use by Client or Authorized Users of the Platform in violation of this Agreement or (b) the Client Data.

8.3. Indemnification Procedure. If a Client Indemnified Party or a Abl Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 8.1 or Section 8.2, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party (the "Indemnifying Party") prompt written notice of such Action. The Indemnified Party will cooperate, at the expense of the Indemnifying Party, with the Indemnifying Party and its counsel in the defense and the Indemnified Party will have the right to

participate fully, at its own expense, in the defense of such Action. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

9. GENERAL

9.1. If any provision of this Agreement is found to be unenforceable or invalid, 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.

9.2. Neither party may assign this Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign this Agreement to an acquirer of or successor to all or substantially all of its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 9 will be null and void.

9.3. No agency, partnership, joint venture, or employment is created as a result of this Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

9.4. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

9.5. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Abl for which there is no adequate remedy at law. In addition to all other remedies available under this Agreement, at law or in equity, Client further agrees that Abl will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by this Agreement.

9.6. All notices under this Agreement will be in writing and sent to the recipient's address set forth in the Abl Service Order and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

9.7. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Abl may identify Client and the relationship between Abl and Client in Abl's marketing collateral, website, and other promotional and marketing materials.

9.8. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control including, but not limited to, acts of war, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) (a "Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate this Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

9.9. This Agreement will be governed by the laws of the State of California without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in City and County of San Francisco, California and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

9.10. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and contemporaneous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement; all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

ABL STUDENT DATA PRIVACY AGREEMENT

(Based on the Student Data Privacy Agreement
created by the Student Data Privacy Consortium and modified by Abl)

This Data Privacy Agreement ("DPA") is entered into by and between Elk Grove Unified School District (hereinafter referred to as "LEA") and Always Be Learning, Inc. (hereinafter referred to as "Provider") on 3/9/2021. The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, *the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to the Agreement executed herein ("Services Agreement")*; and

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive and the LEA may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act ("FERPA") at 20 U.S.C. 1232g, Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. 6501-6502; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232 h; and

WHEREAS, the documents and data transferred from LEA is also subject to State privacy laws; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

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 transmitted to Provider from the LEA pursuant to the Service Agreement, including compliance with all applicable privacy statutes, including the FERPA, PPRA, COPPA, and state privacy laws. In performing these 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. Control duties are set forth below.

2. Nature of Services Provided. The Provider has agreed to provide the following digital educational services: Always Be Learning, Inc. ("Abl") is an education technology company that provides a proprietary cloud-based software (platform-as-a-service) that enables schools and school districts to create and manage master schedules, calendars, and related time-based activities for their schools (the "Platform").

3. Student Data to Be Provided. In order to perform the Services described in the Service Agreement, LEA shall provide the student data outlined in Exhibit "B". The parties can mutually agree to modify or extend this list (including via electronic mail or similar communication) as needed to accomplish the goals of the project.

4. DPA Definitions. The definition of terms used in this DPA is found in Exhibit "A". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. Student Data Property of LEA. All Student Data or any other Pupil Records 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 Parties agree that as between them all rights, including all intellectual property rights in and to Student Data or any other Pupil Records 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 LEAs as it pertains to the use of student data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, under item 3 below.

2. **Parent Access.** LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review personally identifiable information on the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner to the LEA's request for personally identifiable information in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Pupil Records of 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.** Provider shall, at the request of the LEA or Student (or their legal guardian), transfer Student generated content to a separate student account.

4. **Third Party Request.** Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party unless legally prohibited.

5. **No Unauthorized Use**. Provider shall not use Student Data or information in a Pupil Record for any purpose other than as explicitly specified in the Service Agreement.

6. **Subprocessors.** Provider shall enter into written agreements with all Subprocessors performing material functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA and all addendums thereto.

ARTICLE III: DUTIES OF LEA

1. **Provide Data In Compliance With FERPA**. LEA shall provide data for the purposes of the Service Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section 1232 g, and the other privacy statutes quoted in this DPA.

2. **Reasonable Precautions.** LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

3. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

4. **District Representative.** At request of Provider, LEA shall designate an employee or agent of the District as the District representative for the coordination and fulfillment of the duties of this DPA.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all State and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, and PPRA.

2. **Authorized Use.** The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above.

3. Employee Obligation. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of FERPA laws with respect to the 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 shall not disclose any data obtained under the Service Agreement in a manner that could identify an individual student to any other entity in published results of studies as authorized by the Service Agreement. De-identified information may be used by the vendor for the purposes of development and improvement of educational sites, services, or applications.

5. Disposition of Data. Provider shall dispose of all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained and transfer said data to LEA or LEA's designee within 60 days of the date of termination and according to a schedule and procedure as the Parties may reasonably agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Disposition shall include (1) the shredding of any hard copies of any Pupil Records; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Provider shall provide written notification to LEA when the Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

6. Advertising Prohibition. Provider is prohibited from using Student Data to conduct or assist targeted advertising directed at students or their families/guardians. This prohibition includes the development of a profile of a student, or their families/guardians or group, for any commercial purpose other than providing the Service. This shall not prohibit Providers from using data to make product or service improvements.

ARTICLE V: DATA PROVISIONS

1. Data Security. The Provider agrees to abide by and maintain data security measures designed to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Provider are set forth below. These measures shall include, but are not limited to:

a. Passwords and Employee Access. Provider shall use commercially reasonable efforts to secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. As stated elsewhere in this DPA, employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall pass criminal background checks.

b. Destruction of Data. Provider shall destroy all personally identifiable data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained or transfer said data to LEA or LEA's designee, according to a schedule and procedure as the parties may reasonable agree. Nothing in the Service Agreement authorizes Provider to maintain personally identifiable data beyond the time period reasonably needed to complete the disposition.

c. Security Protocols. Both parties agree to maintain security protocols for the transfer and transmission of any data in a manner designed to provide that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

d. Employee Training. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. Security Technology. When the service is accessed using a supported web browser, Transport Layer Security ("TLS"), or equivalent technology that protects information, using both server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.

f. Security Coordinator. Provider shall provide the name and contact information of Provider's security coordinator for the Student Data received pursuant to the Service Agreement.

g. Subprocessors Bound. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

2. Data Breach. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident.

a. Provider shall provide the following information:

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.

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

b. At LEA's discretion, the security breach notification may also include any of the following:

i. Information about what the LEA has done to protect individuals whose information has been breached.

ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

c. As a result of a breach of the security system, Provider shall assist LEA with any official notifications required by State agencies.

d. At the request and with the assistance of the District, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above.

ARTICLE VI: MISCELLANEOUS

1. Term. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. Notwithstanding the foregoing, Provider agrees to be bound by the terms and obligations of this DPA for no less than three (3) years.

2. 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.

3. Effect of Termination Survival. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b).

4. Priority of Agreements. This DPA shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA. In the event there is conflict between the terms of the DPA and the Service Agreement, or with any other bid/RFP, license agreement, or writing, the terms of this DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. Notice. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, facsimile or e-mail transmission (if contact information is provided for the specific mode of delivery), or first class mail, postage prepaid, sent to the addresses set forth herein.

6. Entire Agreement. This DPA and all addendums hereto along with the Service Agreement, 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 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.

7. 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.

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

(Signature Page Follows)

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IN WITNESS WHEREOF, the parties have executed this Student Data Privacy Agreement as of the last day noted below.

For: Elk Grove Unified School District

Abl   *Elk Grove Unified School District*

Signature: Signature:

Print Name, Title: _____   Print Name, Title: _Shannon Hayes, CFO_____

Date: _____   Date: _____

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De-Identifiable Information (DII): De-Identification refers to the process by which the Vendor removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

NIST 800-63-3: Draft National Institute of Standards and Technology ("NIST") Special Publication 800-63-3 Digital Authentication Guideline.

Operator: Some State privacy laws refer to the term "operator" to mean the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider."

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes, without limitation, at least the following: First and Last Name, Home Address, Email Address, Telephone Number, Social Security Number, Test Results, Discipline Records, Special Education Data, Grades, Evaluations, Criminal Records, Juvenile Dependency Records, Health Records, Medical Records, Disabilities, Food Purchases, Biometric Information, Socioeconomic Information, Religious Information, Political Affiliations, Text Messages, Student Identifiers, Documents, Search Activity, Photos,Videos, Voice Recordings.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the Service Agreement the term "Provider" replaces the term "Third Party" and "Operator" as defined in some State laws.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education 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 pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other local educational LEA employee.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 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 education records; and (3) Is subject to CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

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, home address, telephone number, email address, or other information allowing 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, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of State and Federal laws and regulations. Student Data as specified in Section 1.3 is confirmed to be collected or

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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.

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

Subprocessor: For the purposes of this Agreement, 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 software, and who has access to PII. This term may also refer to the term "Service Provider," as defined in some State laws.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" used in some State laws means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

Audits. Provider shall permit LEA or its authorized representatives to carry out security or audit checks pertaining to security and usage of student data. LEA may request at any time an audit of student data that is in the possession of Provider and Provider shall cooperate with LEA. LEA or its authorized representative shall have access at all reasonable times on working days during working hours at business premises to employees, together with records, books and correspondence and other papers and documentation or media of every kind and employees pertaining to the Services Agreement that are necessary to carry out such security and audit checks provided that access to Provider's third party data centers is subject to their separate approval. LEA or its authorized representatives shall have the right to reproduce and/or retain copies at its expense of any of the aforementioned information and documents.

In order to perform the Services described in the Service Agreement, LEA shall provide the data outlined in Exhibit "B" to the Provider. This includes:

	Data Elements (checked items are required)
	Section A: District & School information
✓	**Name/location/general information** - District & school general information (can be a link to publicly accessible documents/websites)
✓	**Aggregate Demographics** - District & by school, formal information such as race/ethnicity, poverty rates (can be a link to publicly accessible documents/websites).
✓	**Performance** - District & by school, formal state performance information (can be a link to publicly accessible documents/websites).
	Section B: Aggregate Enrollment
☐	**Allocation enrollment** - Projected/estimated enrollment by school. The enrollment estimates used to allocate staff so schools can build master schedules for the new school year
☐	**Formal enrollment** - Official enrollment by school reported to the state after school opens, by grade and by category (EL, SPED, Gen-Ed)
☐	**Audit enrollment** - Enrollment at time of the audit using district-selected "audit date" per school, by grade and by category (EL, SPED, Gen-Ed).
☐	**Monthly enrollment** - Enrollment by month for current school year, per school total.
	Section C: Aggregate Attendance
☐	**Monthly attendance** - attendance rates by school by month for current school year, as reported to state
	Section D: Staffing
☐	**Budgeted Staff FTE** - Certified FTE for each school, taken from budget documents for the current school year. FTE categorized by Certified-teaching (SPED, EL, CRT) and Certified non-teaching (by position).
☐	**Staffing list** - Total certified personnel list for each school at time of audit, taken from HR source/s. List by name and by position and salary/benefits.
	Section E: Calendar & bell schedule

	Data Elements (checked items are required)
☐	**District calendar** - District-level calendar that shows first and last school day, state and local holidays, and early release days.
☐	**School Calendar** - Any schools that do not run on the district calendar.
✓	**Bell schedules/dates** - Each school's bell schedule(s), including period, start and end time. Dates that each bell schedule runs.

Section F: Master Schedule

✓	**Master schedules from SIS** - for each school that uses SIS (elementary may not)
☐	**Master schedule from principals** - master schedules for each school used by principals to supplement or explain SIS (e.g. charts, Excel, whatever they have that helps us understand their master schedules)
☐	**Elementary Specials Schedules** - including each teacher's classroom schedule

Section G: Course offerings

✓	**District course catalog** - including CTE/Pathways, SPED and ESL.

Section H: Graduation Requirements

✓	**Diploma requirements** - for different diploma types

Section I: Relevant policy information

☐	**Teacher contract** - including work requirements and loads
☐	**School day/calendar policies** - maximum student day length, number of student calendar days
☐	**Dual credit policy**
☐	**Curriculum Handbook** (if available)
☐	**Assessment Calendar**

Section J: Student Level Detail

✓	**Student Identifier** - School ID, SIS ID, name

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	Data Elements (checked items are required)
✓	**Demographics** - e.g. birthdate, grade level, gender, race/ethnicity (needs to include FRL/SES designation)
✓	**Course Requests**
✓	**Transcripts -** two files for transcripts are required. One is a transcript file for the previous year's cohort (graduating class) which contains data for that cohort beginning with their transcripts from grade 6 and going through grade 12. The second file should contain data for all active students beginning with their transcripts from grade 6 through their current grade.
✓	**Formal Assessments/Testing Scores**
✓	**Student Groupings** - (e.g. Academy and cohort assignments)
✓	**Student Tags for scheduling** - (e.g. ELL, SPED, IEP)
✓	**Student Schedules**

The parties can mutually agree to modify or extend this list (including via electronic mail or similar communication) as needed to accomplish the goals of the project.

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