Baker County Public Schools

AGENDA
SCHOOL BOARD MEETING (OPEN TO THE PUBLIC)
Monday, August 5, 2024 - 5:00 PM
District Board Room (270 South Boulevard East, Macclenny, Florida 32063)
Minute Book #40 / Supplemental Book #53 / Page #3

"The Vision of the Baker County School Board is to prepare individuals to be lifelong learners, self-sufficient and responsible citizens of good character."

1. INVOCATION AND PLEDGE OF ALLEGIANCE

2. CALL TO ORDER

3. ROLL CALL OF MEMBERS

4. PUBLIC HEARINGS

5. RECOGNITIONS / PRESENTATIONS

6. APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA

6.1 Approval to Add Item 9.7.: Approval of Special Facility Construction Account - Not to Exceed Cost Per Student Station Agreement.
Sherrie Raulerson - (259-0401)

6.2 Approval to Add Item 9.8.: Approval of Special Facility Construction Account - Bid Advertisement Agreement.
Sherrie Raulerson - (259-0401)

6.3 Approval to Add Item 9.9: Approval of Special Facility Construction Account - District School Board Resolution.
Sherrie Raulerson - (259-0401)

6.4 Approval to Add Item 9.10.: Approval of a School Board Member Representative and Alternate School Board Member Representative for the Value Adjustment Board as Per Florida Statute 194.015. (2023-2024 Board Representative was Mrs. Hodges and Alternate was Mrs. Canaday)
Sherrie Raulerson - (259-0401)

6.5 Approval to Add Item 9.11.: Approval of Brittnee Milton as Commercial Business Owner Representative for the Value Adjustment Board as Per F.S. 194.015. (Qualification is that the representative must own a business occupying commercial property in the school district boundaries)
Sherrie Raulerson - (259-0401)

7. REMOVAL OF ROUTINE ITEMS

8. APPROVAL OF ROUTINE ITEMS

8.1 Approval of the Personnel Items List for Approval on August 5, 2024.
Sherrie Raulerson - (259-0401)

8.2 Approval of the Minutes of the July 22, 2024, School Board Work Session.
Sherrie Raulerson - (259-0401)

8.3 Approval of the Minutes of the July 22, 2024, School Board Meeting.
Sherrie Raulerson - (259-0401)

8.4 Approval of Budget Amendment #2 to Grant Proposal for "Supplemental School Improvement Grant" in the Amount of $61,277.06 with No Change in Total Budget of $389,716.26. Amendment / Federal / No Matching
Traci Wheeler - (259-6776)

8.5 Approval of Amendment #4 for "American Rescue Plan - Homeless Children and Youth (ARP-HCY) Project" in the Amount of $6,122.17. No Change in Overall Budget of $33,662.00. Amendment / Federal / No Matching
Traci Wheeler - (259-6776)

8.6 Approval of the 2024-2025 Grant Proposal for Perkins V Career and Technical Education Secondary Programs in the Amount of $58,000.00. New / Federal / No Matching
Carrie Dopson - (259-0408)

8.7 Approval of the Data Sharing Agreement with Blooklet.
Thomas Hill - (259-0429)

8.8 Approval of the Data Sharing Agreement with Omega Labs Inc. (Boom).
Thomas Hill - (259-0429)

8.9 Approval of the Data Sharing Agreement with Boddle Learning.
Thomas Hill - (259-0429)

8.10 Approval of the Data Sharing Agreement with BrainPop.
Thomas Hill - (259-0429)

8.11 Approval of the Data Sharing Agreement with CEV Multimedia.
Thomas Hill - (259-0429)

8.12 Approval of the Data Sharing Agreement with Classic Learning Initiatives.
Thomas Hill - (259-0429)

8.13 Approval of the Data Sharing Agreement with CodeHS.
Thomas Hill - (259-0429)

8.14 Approval of the Data Sharing Agreement with Coughlan Companies.
Thomas Hill - (259-0429)

8.15 Approval of the Data Sharing Agreement with Curriculum Associates.
Thomas Hill - (259-0429)

8.16 Approval of the Data Sharing Agreement with Delta Math.
Thomas Hill - (259-0429)

8.17 Approval of the Data Sharing Agreement with eDynamic.
Thomas Hill - (259-0429)

8.18 Approval of the Data Sharing Agreement with EssayPop.
Thomas Hill - (259-0429)

8.19 Approval of the Data Sharing Agreement with EverFi.
Thomas Hill - (259-0429)

8.20 Approval of the Data Sharing Agreement with Explore Learning.
Thomas Hill - (259-0429)

8.21 Approval of the Data Sharing Agreement with Liminex.
Thomas Hill - (259-0429)

8.22 Approval of the Data Sharing Agreement with McGraw Hill.

Thomas Hill - (259-0429)

8.23 Approval of the Data Sharing Agreement with Pearson Education.
Thomas Hill - (259-0429)

8.24 Approval of the Data Sharing Agreement with ToonBoom.
Thomas Hill - (259-0429)

8.25 Approval of the Data Sharing Agreement with Typing.com.
Thomas Hill - (259-0429)

8.26 Approval of the Data Sharing Agreement with SmartPass.
Thomas Hill - (259-0429)

8.27 Approval of the Data Sharing Agreement with Read Works.
Thomas Hill - (259-0429)

8.28 Approval of the Data Sharing Agreement with Houghton Mifflin.
Thomas Hill - (259-0429)

8.29 Approval to Renew the Agreement with ProCare Therapy to Provide Board Certified Behavior Analysts and Interventionists Effective August 2, 2024 - May 30, 2025. Funding Source: ESSER III/ARP, IDEA, Mental Health Allocation, and Stronger Connections Grant.
Michael Green - (259-0444)

8.30 Approval of the 2024-2025 Uniform Statewide Assessment Calendar.
Traci Wheeler - (259-6776)

9. APPROVAL OF ITEMS FOR ACTION

9.1 Approval of Removed Routine Items.
N/A

9.2 Approval of the 2024-2025 Baker County School District Transportation Department Standard Operating Procedures and Driver's Handbook.
Wyatt Milton - (259-2444)

9.3 Approval of the 2024-2025 Baker County School District Transportation Department Bus Routes.
Wyatt Milton - (259-2444)

9.4 Approval to Allow Transportation Department Staff and School Bus Drivers to Detour into Georgia for Emergency Purposes Only With Prior Approval from the Director of Transportation or Transportation Manager.
Wyatt Milton - (259-2444)

9.5 Approval to Demolish Portable 14 at Baker County High School. (Portable is Beyond Cost Effective Repair.)
Denny Wells - (259-5420)

9.6 Approval of Bill Williams Quote to Repair the Building 4 HVAC System at Baker County High School in the Amount of $197,020.00. (Piggyback Quote / Bill Williams' Putnam County Contract.)
Denny Wells - (259-5420)

9.7 Approval of Special Facility Construction Account - Not to Exceed Cost Per Student Station Agreement.
Sherrie Raulerson - (259-0401)

9.8 Approval of Special Facility Construction Account - Bid Advertisement Agreement.
Sherrie Raulerson - (259-0401)

9.9 Approval of Special Facility Construction Account - District School Board Resolution.
Sherrie Raulerson - (259-0401)

9.10 Approval of a School Board Member Representative and Alternate School Board Member

Representative for the Value Adjustment Board as Per Florida Statute 194.015. (2023-2024 Board Representative was Mrs. Hodges and Alternate was Mrs. Canaday)
Sherrie Raulerson - (259-0401)

9.11 Approval of Brittnee Milton as Commercial Business Owner Representative for the Value Adjustment Board as Per F.S. 194.015. (Qualification is that the representative must own a business occupying commercial property in the school district boundaries)
Sherrie Raulerson - (259-0401)

10. CITIZEN INPUT

A Citizen Input form must be completed and submitted to the Board Secretary PRIOR to the beginning of the meeting if you wish to address the Board. You will be called on by the Chairman at the appropriate time. Presentations/comments are limited to three (3) minutes.

11. INFORMATION AND ANNOUNCEMENTS

12. ADJOURNMENT

NOTICE: Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based.

AGENDA ITEM NO. 6.1

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Sherrie Raulerson - (259-0401)
ITEM TYPE:	Agreement
AGENDA SECTION:	**APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA**
SUBJECT:	Approval to Add Item 9.7.: Approval of Special Facility Construction Account - Not to Exceed Cost Per Student Station Agreement.

ATTACHMENTS:
08.05.2024.Approval of SFCA Not To Exceed Cost Per Student Agreement - New BCMS_S.Raulerson.pdf

SPECIAL FACILITY CONSTRUCTION ACCOUNT

§1013.64(2), Florida Statutes

Not to Exceed Cost Per Student Station Agreement

As stipulated in section 1013.64(2)(a)6, Florida Statutes (F.S.), the District School Board of Baker County agrees that, if funded, the total facility construction cost of a New Baker County Middle School facility as funded by the Special Facilities Construction Account, upon completion, including change orders, must not exceed the cost per student station as provided in section 1013.64(6)(b), F.S.

The District School Board of Baker County understands and agrees to the above restrictions on the cost per student station, and to the items included in the cost per student station per section 1013.64(6)(d)2., F.S.

_____ _____

Date

Chairperson
District School Board of Baker County

AGENDA ITEM NO. 6.2

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Sherrie Raulerson - (259-0401)
ITEM TYPE:	Agreement
AGENDA SECTION:	**APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA**
SUBJECT:	Approval to Add Item 9.8.: Approval of Special Facility Construction Account - Bid Advertisement Agreement.

ATTACHMENTS:
08.05.2024.Approval of SFCA Bid Advertisement Agreement - New BCMS_S.Raulerson.pdf

SPECIAL FACILITY CONSTRUCTION ACCOUNT

§1013.64(2), Florida Statutes

Bid Advertisement Agreement

As stipulated in section 1013.64(2)(a)7., Florida Statutes, the District School Board of Baker County agrees to begin advertising for bids within thirty (30) days of receiving an encumbrance authorization for the construction of New Baker County Middle School as funded by the Special Facilities Construction Account.

The District School Board of Baker County understands and agrees that if a contract for construction has not been signed ninety (90) days after the advertising of bids has been completed, the funding for this project shall revert to the Special Facility Construction Account to be reallocated to other projects. The District School Board of Baker County further understands that an additional ninety (90) days may be granted by the Commissioner of Education.

_____ Date

_____
Chairperson
District School Board of Baker County

AGENDA ITEM NO. 6.3

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Sherrie Raulerson - (259-0401)
ITEM TYPE:	Agreement
AGENDA SECTION:	**APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA**
SUBJECT:	Approval to Add Item 9.9: Approval of Special Facility Construction Account - District School Board Resolution.

ATTACHMENTS:
08.05.2024.Approval of SFCA District School Board Resolution - New BCMS_S.Raulerson.pdf

SPECIAL FACILITY CONSTRUCTION ACCOUNT (SFCA)

District School Board Resolution

A resolution by the District School Board of Baker County requesting funds from the "Special Facility Construction Account" established as a part of the Public Education Capital Outlay and Debt Service Trust Fund pursuant to §1013.64(2), Florida Statutes (F.S.).

WHEREAS, the District School Board of Baker County has an urgent construction need but lacks the sufficient resources at present, and cannot reasonably anticipate sufficient resources within a three (3)-year period for this purpose from currently authorized sources of revenue; and

WHEREAS, the construction of New Baker County Middle School will constitute one specific construction project as authorized by law and this project is recommended in the district's most recent educational plant survey or surveys conducted under the rules of the State Board of Education dated August 5, 2024, and

WHEREAS, the total cost of this project is estimated to be $104,129,172; and

WHEREAS, the Board currently has unencumbered capital outlay funds available as follows:

Source	Amount
Capital Outlay & Debt Service Trust Funds (CO&DS)	$
State Capital Outlay Bond Funds	$
Public Education Capital Outlay and Debt Service Trust Funds (PECO) (§1013.64(3), F.S.)	$
Ad Valorem Tax Funds (§1011.71(2), F.S.)	$
Other	$
TOTAL	$

WHEREAS, the Board anticipates the total from all capital outlay sources for the 2024-25, 2025-26, and 2026-27 fiscal years to be as follows:

Source	Amount		
	2024- 25	2025- 26	2026- 27
Capital Outlay & Debt Service Trust Funds (CO&DS)	$163,000	$163,000	$163,000
State Capital Outlay Bond Funds	$	$	$
Public Education Capital Outlay and Debt Service Trust Funds (PECO) (§1013.64(3), F.S.)	$	$	$
Ad Valorem Tax Funds (§1011.71(2), F.S.)	$2,505,285	$2,630,549	$2,762,076
Other	$	$	$
TOTAL SPECIAL FACILITY CONSTRUCTION ACCOUNT	$2,668,285	$2,793,549	$2,925,076

WHEREAS, the Board will not have sufficient funds available from all capital outlay sources within a three (3)-year period that would allow the district to raise the total estimated cost of the project; and

WHEREAS, the Board does hereby agree to start advertising for bids within thirty (30) days of receipt of its encumbrance authorization from the Office of Educational Facilities; and

WHEREAS, the Board understands that if a contract has not been signed ninety (90) days after completing the legal advertising for bids, the funding for the project will revert to the Special Facility Construction Account and the encumbrance authorization will be cancelled; however, should a problem arise in the signing of a contract, a request may be made to the Commissioner of Education for a ninety (90)-day extension; and

WHEREAS, the Board understands its commitment to satisfy its participation requirement, which is equivalent to all unencumbered and future revenue acquired during the 2024-25, 2025-26 and 2026-27 fiscal years, from Capital Outlay and Debt Service Trust Funds (CO&DS), State Capital Outlay Bond Funds (COBI), Public Education Capital Outlay and Debt Service Trust Funds (PECO), and the discretionary capital improvement millage authorized by §1011.71(2), F.S., and that the district is required to budget no more than the value of 1 mill per year to the project until the district's participation requirement relating to the §1011.71(2), F.S., millage or the equivalent amount of revenue from the school capital outlay surtax is satisfied; and

NOW, THEREFORE, BE IT RESOLVED, that the District School Board of Baker County, by the adoption of this RESOLUTION does hereby request funds from the Special Facility Construction Account in the amount of $104,129,172 to aid in the funding of this urgently needed project.

ADOPTED this 5th day of August, 2024.

STATE OF FLORIDA

COUNTY OF BAKER

I, Sherrie Raulerson, Superintendent of Schools and Secretary of the District School Board of Baker County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the RESOLUTION as the same appears of record in the Minutes of a meeting of the School Board of Baker County held on the 5th day of August, 2024.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 5th day of August, 2024.

S E A L _____, Superintendent

District School Board of Baker County

AGENDA ITEM NO. 6.4

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Sherrie Raulerson - (259-0401)
ITEM TYPE:	Value Adjustment Board
AGENDA SECTION:	**APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA**
SUBJECT:	Approval to Add Item 9.10.: Approval of a School Board Member Representative and Alternate School Board Member Representative for the Value Adjustment Board as Per Florida Statute 194.015. (2023-2024 Board Representative was Mrs. Hodges and Alternate was Mrs. Canaday)

ATTACHMENTS:
08.05.2024.Approval of 2024 Value Adjustment Board-Board Members_S.Raulerson.pdf

Approval of a School Board Member Representative and Alternate School Board Member Representative for the 2024-2025 Value Adjustment Board as Per Florida Statute 194.015.

2023-2024 Representatives

Value Adjustment Board Representative
Amanda Hodges, School Board Member

Value Adjustment Board Alternate Representative
Mandi Canaday, School Board Member

AGENDA ITEM NO. 6.5

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Sherrie Raulerson - (259-0401)
ITEM TYPE:	Value Adjustment Board
AGENDA SECTION:	**APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA**
SUBJECT:	Approval to Add Item 9.11.: Approval of Brittnee Milton as Commercial Business Owner Representative for the Value Adjustment Board as Per F.S. 194.015. (Qualification is that the representative must own a business occupying commercial property in the school district boundaries)

ATTACHMENTS:
08.05.2024.Approval of Brittnee Milton as Commercial Business Owner Representative for the Value Adjustment Board -2024_S.Raulerson.pdf

Approval of Brittnee Milton as Commercial Business Owner Representative for the 2024-2025 Value Adjustment Board as Per Florida Statute 194.015. (Qualification is that the representative must own a business occupying commercial property in the School District boundaries)

AGENDA ITEM NO. 8.1

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Sherrie Raulerson - (259-0401)

ITEM TYPE: Personnel

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Personnel Items List for Approval on August 5, 2024.

ATTACHMENTS:
08.05.2024.Approval of Personnel Items List_S.Raulerson.pdf

PERSONNEL ITEMS LIST FOR APPROVAL ON AUGUST 5, 2024

RESIGNATION LIST FOR APPROVAL ON AUGUST 5, 2024						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**POSITION**	**LOCATION**	**EFFECTIVE DATES**
Combs	Rayleigh			Custodian (261 Days, 5.5 Hours)	Baker County Middle School	August 16, 2024
Crawford	Lexie			Custodian (261 Days, 5.5 Hours)	Baker County Middle School	August 16, 2024
Dees	Bethany			Paraprofessional, Pre-K (187 Days)	Baker County Pre-K / Kindergarten Center	May 27, 2024
Hager	Mary Schell		Previously on Leave of Absence February 26, 2024 - May 27, 2024	Bus Driver (186 Days)	Transportation	February 23, 2024
Harris	Audrie			Custodian (261 Days, 8 Hours)	Macclenny Elementary School	August 15, 2024
Thacker	Myriah			Teacher, Second Grade (197 Days)	Legacy Elementary School	May 29, 2024

EMPLOYMENT LIST FOR APPROVAL ON AUGUST 5, 2024						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**POSITION**	**LOCATION**	**EFFECTIVE DATES**
Adams	Brandie		Initial Employment / New Unit	Paraprofessional, Social / Student Svcs Worker (187 Days) / 100% Stronger Connections Grant 09/30/26	Legacy Elementary School	August 9, 2024
Adams	Kathy		Initial Employment / Replacing Mykayla Crews	Teacher, Third Grade (197 Days)	Legacy Elementary School	August 2, 2024
Bailey	Angela		Promotion Within Same Site from Secretary / Bookkeeper, Other Clerical Staff Instruction / Curriculum (240 Days) / Replacing Herself / Unit Days Increased Due to Need	Secretary / Bookkeeper, Other Clerical Staff Instruction / Curriculum (261 Days)	Career and Adult Education	July 1, 2024

EMPLOYMENT LIST FOR APPROVAL ON AUGUST 5, 2024						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**POSITION**	**LOCATION**	**EFFECTIVE DATES**
Barrios	Lyndi		Initial Employment / Replacing Haley Thigpen	Paraprofessional, Elementary Physical Education (187 Days)	Legacy Elementary School	August 9, 2024
Davis	Amanda		Initial Employment / Replacing Audrie Harris	Custodian (261 Days, 5.5 Hours)	Baker County High School	July 29, 2024
Gadsby	Savannah		Initial Employment / Replacing Donna Scott & Lyudmyla Branch / Units Reassigned & Combined from 186 Days, 3 Hours & 186 Days, 4 Hours	Nutrition Services Assistant (191 Days, 7 Hours)	Baker County Middle School	August 8, 2024
Kimbrough	David		Initial Employment / Replacing Austin Jacobs	Custodian (261 Days, 8 Hours)	Baker County High School	July 25, 2024
Lambing	Caile		Initial Employment / Replacing Joanna Gaskins	Bus Driver (186 Days)	Transportation	August 12, 2024
Rhoden	Angela		Initial Employment / Rafala Vonk	Teacher, Fifth Grade (197 Days)	Legacy Elementary School	August 2, 2024
Sirk	Dakota		Initial Employment / Replacing Tana Barton	Custodian (261 Days, 5.5 Hours)	Macclenny Elementary School	August 2, 2024
Stafford	Matthew Jared		Transfer from Teacher, Sixth Grade (197 Days) at Baker County Middle School / Replacing Donna Gurganious / Unit Reassigned from Assistant Principal	Teacher on Special Assignment (197 Days)	Baker County High School	August 2, 2024

EXTRA DUTY LIST FOR APPROVAL ON AUGUST 5, 2024						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Baggett	Yolanda			Open House - Bus Routes	Regular Hourly Rate / Maximum 10 Hours / Funding Source: General	August 7, 2024 - August 8, 2024

EXTRA DUTY LIST FOR APPROVAL ON AUGUST 5, 2024						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Crawford	Danielle			Summer Professional Development	$24.53 Per Hour / Maximum 15 Hours / Funding Source: General	July 15, 2024 - August 1, 2024
Davis	Brenda			Summer Professional Development	$24.53 Per Hour / Maximum 15 Hours / Funding Source: General	July 15, 2024 - August 1, 2024
Dugger	Nicole			Open House - Bus Routes	Regular Hourly Rate / Maximum 4 Hours / Funding Source: General	August 7, 2024 - August 8, 2024
Foster	Tina			Open House - Bus Routes	Regular Hourly Rate / Maximum 4 Hours / Funding Source: General	August 7, 2024 - August 8, 2024
Kish	Jessica			Summer Professional Development	$24.53 Per Hour / Maximum 15 Hours / Funding Source: General	July 15, 2024 - August 1, 2024
Martin	Jennifer			Open House - Bus Routes	Regular Hourly Rate / Maximum 4 Hours / Funding Source: General	August 7, 2024 - August 8, 2024
Moore	Janet			Open House - Bus Routes	Regular Hourly Rate / Maximum 4 Hours / Funding Source: General	August 7, 2024 - August 8, 2024
Oyster	Spencer			New Teacher Training	$24.53 Per Hour / Maximum 6 Hours / Funding Source: General	August 1, 2024
Rhoden	Angela			New Teacher Training	$24.53 Per Hour / Maximum 6 Hours / Funding Source: General	August 1, 2024
Rhoden	Gracemarie			Curriculum Mapping	$31.54 Per Hour / Maximum 21 Hours / Funding Source: General	May 30, 2024 - August 1, 2024
Stafford	Matthew Jared			Teacher on Special Assignment Summer Hours	Regular Hourly Rate / Maximum 30 Hours / Funding Source: General	July 29, 2024 - August 1, 2024

EXTRA DUTY LIST FOR APPROVAL ON AUGUST 5, 2024						
LAST NAME	**FIRST NAME**	**MI**	**SPECIAL NOTE**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Swindell	Tommie Sue			Open House - Bus Routes	Regular Hourly Rate / Maximum 4 Hours / Funding Source: General	August 7, 2024 - August 8, 2024
Thomas	Baleigh			Summer Professional Development	$24.53 Per Hour / Maximum 40 Hours / Funding Source: General	June 1, 2024 - August 1, 2024
Volner	Brynne			Summer Professional Development (CPI)	$24.53 Per Hour / Maximum 10 Hours / Funding Source: Federal	July1, 2024 - August 1, 2024
Volner	Brynne			Summer Professional Development (Present UKERU)	Regular Hourly Rate / Maximum 15 Hours / Funding Source: Federal	July 1, 2024 - August 1, 2024

SUPPLEMENT LIST FOR APPROVAL OF AUGUST 5, 2024						
LAST NAME	**FIRST NAME**	**SPECIAL NOTE**	**LOCATION**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Cassidy	Faith Ann		Baker County Middle School	Athletic Director	Board Approved Rate	2024-2025
Crews	Debra	Shared with Suzanne Miller	Westside Elementary School	Testing Coordinator	Board Approved Rate - Shared	2024-2025
Minshew	Lesley		Westside Elementary School	Just Say No Sponsor	Board Approved Rate	2024-2025
Rhoden	Julia	Rescind Previously Approved on June 3, 2024	Rescind Legacy Elementary School	Rescind Wellness Coordinator	Rescind Board Approved Rate	Rescind 2024-2025
Stafford	Matthew Jared		Baker County High School	Teacher on Special Assignment	Board Approved Rate	2024-2025

OCCASIONAL PERSONNEL STAFFING LIST FOR APPROVAL ON AUGUST 5, 2024				
LAST NAME	**FIRST NAME**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Barber	Abby	Teacher, Fifth Grade - Westside Elementary School	$15.75 Per Hour / As Needed / Funding Source: General	August 1, 2024 - TBD
Coverdale	Amanda	Teacher, Kindergarten - Baker County Pre-K / Kindergarten Center	$15.75 Per Hour / As Needed / Funding Source: General	August 1, 2024 - TBD

OCCASIONAL PERSONNEL STAFFING LIST FOR APPROVAL ON AUGUST 5, 2024				
LAST NAME	**FIRST NAME**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Crews	Richard	High School Assistant Football Coach	$2,575.00 Flat Rate / Funding Source: General	July 30, 2024 - June 30, 2025
Curry	Melissa	Teacher, M/J Seventh Grade Mathematics - Baker County Middle School	$18.00 Per Hour / As Needed / Funding Source: General	August 2, 2024 - TBD
Griffis	Victoria	Teacher, First Grade - Legacy Elementary School	$15.75 Per Hour / As Needed / Funding Source: General	August 1, 2024 - TBD
Holton	John	High School Assistant Softball Coach	$1,390.00 Flat Rate / Funding Source: General	August 16, 2023 - June 30, 2024
Holton	John	High School Assistant Softball Coach	$1,390.00 Flat Rate / Funding Source: General	August 6, 2024 - June 30, 2025
Horne	Amberly	Teacher, Fourth Grade - Legacy Elementary School	$15.75 Per Hour / As Needed / Funding Source: General	August 1, 2024 - TBD
Johnson	Grace	High School Flag Corp Sponsor - Shared with Cynthia Alane Clardy	$375.00 Flat Rate / Funding Source: General	July 30, 2024 - June 30, 2025
Wilkerson	Anna	Teacher, Kindergarten - Baker County Pre-K / Kindergarten Center	$15.75 Per Hour / As Needed / Funding Source: General	August 1, 2024 - TBD

SUBSTITUTE LIST FOR APPROVAL ON AUGUST 5, 2024					
LAST NAME	**FIRST NAME**	**MI**	**DESCRIPTION**	**AMOUNT**	**EFFECTIVE DATES**
Givens	Grace		Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	July 29, 2024
Maxwell	Natalie		Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	July 23, 2024
Williamson	Kathleen		Substitute in all areas pending completion of necessary requirements except Substitute Teacher	Board Approved Rate	July 29, 2024

AGENDA ITEM NO. 8.2

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Sherrie Raulerson - (259-0401)

ITEM TYPE: Minutes

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Minutes of the July 22, 2024, School Board Work Session.

ATTACHMENTS:
08.05.2024.Approval of 07.22.2024.Work Session Minutes_S.Raulerson.pdf

Baker County Public Schools

MINUTES
WORK SESSION (OPEN TO THE PUBLIC)
Monday, July 22, 2024 - 8:00 AM
District Board Room (270 South Boulevard East, Macclenny, Florida 32063)
Minute Book #40 / Supplemental Book #53 / Page #1

"The Vision of the Baker County School Board is to prepare individuals to be lifelong learners, self-sufficient and responsible citizens of good character."

SCHOOL BOARD WORK SESSION

Work Session on the Tentative 2024-2025 Budget - Facilitator Teri Ambrose

The Baker County School Board met on Monday, July 22, 2024, at 8:00 a.m. for the purpose of a work session on the "Tentative 2024-2025 Budget." The following Board Members were present to wit: Chairperson Tiffany McInarnay, Vice-Chairperson Jack Baker Jr., Amanda Hodges, and Mandi Canaday. Board Member Paula T. Barton was not present for the work session. Superintendent Sherrie Raulerson and School Board Attorney Jeffrey Grosholz were present at the work session. The facilitator for the work session was Teri Ambrose, Executive Director of Support Services. Mrs. Ambrose presented a PowerPoint presentation detailing the 2024-2025 tentative budget. She also fielded questions from the Superintendent and Board Members. No official action was taken during the work session.

_____ _____

Superintendent Board Chairperson

AGENDA ITEM NO. 8.3

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Sherrie Raulerson - (259-0401)

ITEM TYPE: Minutes

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Minutes of the July 22, 2024, School Board Meeting.

ATTACHMENTS:
08.05.2024.Approval of 07.22.2024.Board Meeting Minutes_S.Raulerson.pdf

Baker County Public Schools

MINUTES
SCHOOL BOARD MEETING (OPEN TO THE PUBLIC)
Monday, July 22, 2024 - 9:00 AM
District Board Room (270 South Boulevard East, Macclenny, Florida 32063)
(Revised Agenda) Minute Book #40 / Supplemental Book #53 / Page #1

"The Vision of the Baker County School Board is to prepare individuals to be lifelong learners, self-sufficient and responsible citizens of good character."

1. INVOCATION AND PLEDGE OF ALLEGIANCE

The Baker County School Board met on Monday, July 22, 2024, at 9:00 a.m. in the District School Board Room located at 270 South Boulevard East, Macclenny, Florida 32063. The purpose of this meeting was to hold the regularly scheduled Board meeting. Chairperson Tiffany McInarnay announced Michael Green was going to give the invocation followed by the Pledge of Allegiance led by Heather Hickox.

2. CALL TO ORDER

Chairperson McInarnay called the meeting of the Baker County School Board to order and asked for a roll call of members.

3. ROLL CALL OF MEMBERS

The following Board Members were present to wit: Chairperson Tiffany McInarnay, Vice-Chairperson Jack Baker Jr., Amanda Hodges, and Mandi Canaday. Board member Paula T. Barton was not present for the meeting. Superintendent Sherrie Raulerson and School Board Attorney Jeffrey Grosholz were present for the meeting.

4. PUBLIC HEARINGS

There were no public hearings at this meeting.

5. RECOGNITIONS / PRESENTATIONS

5.1 Presentation of District Accreditation Certificates to Baker County Pre-K / Kindergarten Center, Macclenny Elementary School, Westside Elementary School, Legacy Elementary School, Baker County Middle School, Baker County High School, and Baker County Adult Education Center
Superintendent Raulerson presented each school principal and the district with a certificate of accreditation from Cognia that is valid through June 30, 2030.

6. APPROVAL TO CORRECT AND / OR ADD ITEMS TO THE FINAL AGENDA

6.1 Approval to Add Item 8.14.: Approval to Advertise 3.173 as the Required Local Effort Millage for the 2024-25 Budget. (DOE Will Change this Figure On or Before July 19, 2024.)
Chairperson McInarnay read the recommended addition to the agenda and entertained a motion from the Board. As recommended by Superintendent Raulerson:
Mandi Canaday made a motion to approve, seconded by Amanda Hodges. The motion carried 4-0.

6.2 Approval to Add Item 8.15: Approval to Advertise .748 as the Basic Discretionary Operating Millage for the 2024-25 Budget.
Chairperson McInarnay read the recommended addition to the agenda and entertained a motion from the Board. As recommended by Superintendent Raulerson:
Jack Baker Jr. made a motion to approve, seconded by Mandi Canaday. The motion carried 4-0.

6.3 Approval to Add Item 8.16: Approval to Advertise 1.500 as the Basic Discretionary Capital Outlay Millage for the 2024-25 Budget.
Chairperson McInarnay read the recommended addition to the agenda and entertained a motion from the Board. As recommended by Superintendent Raulerson:
Mandi Canaday made a motion to approve, seconded by Jack Baker Jr.. The motion carried 4-0.

6.4 Approval to Add Item 8.17: Approval to Advertise 5.421 as the Total Millage for the 2024-25 Budget.
Chairperson McInarnay read the recommended addition to the agenda and entertained a motion from the Board. As recommended by Superintendent Raulerson:
Amanda Hodges made a motion to approve, seconded by Mandi Canaday. The motion carried 4-0.

6.5 Approval to Add Item 8.18.: Approval to Advertise the Tentative 2024-2025 Budget Prior to the Special Board Meeting on July 29, 2024.
Chairperson McInarnay read the recommended addition to the agenda and entertained a motion from the Board. As recommended by Superintendent Raulerson:
Jack Baker Jr. made a motion to approve, seconded by Amanda Hodges. The motion carried 4-0.

6.6 Approval to Revise Item 9.12.: Approval of the Revised 2024-2025 District K-12 Comprehensive Evidence Based Reading Plan.
Chairperson McInarnay read the recommended revision to the agenda and entertained a motion from the Board. As recommended by Superintendent Raulerson:
Amanda Hodges made a motion to approve, seconded by Jack Baker Jr.. The motion carried 4-0.

7. REMOVAL OF ROUTINE ITEMS
Chairperson McInarnay asked if any Board member wished to remove a routine item for separate consideration. Hearing none, she continued with the items for action.

8. APPROVAL OF ROUTINE ITEMS
Chairperson McInarnay entertained a motion from the Board to approve the routine items. As recommended by Superintendent Raulerson:
Jack Baker Jr. made a motion to approve the routine items, seconded by Mandi Canaday. The motion carried 4-0.

8.1 Approval of the Personnel Items List for Approval on July 22, 2024.

8.2 Approval of the Minutes of the June 17, 2024, School Board Meeting.

8.3 Approval of the Minutes of the June 17, 2024, School Board Work Session.

8.4 Approval of the Minutes of the June 17, 2024, School Board Expulsion Hearing.

8.5 Approval of the Minutes of the June 17, 2024, School Board Expulsion Hearing.

8.6 Approval of Amendment #7 for the Intensive Afterschool and Weekend Academies Grant in the Amount of $17,000.00. No Change in Total Budget of $432,960.00. Amendment / Federal / No Matching

8.7 Approval of Amendment #10 to Grant Proposal ARP ESSER III: General Fund and Learning Loss in the Amount of $32,700.00 with No Change in Total Budget of $8,748,204.00. Federal / Amendment / No Matching

8.8 Approval of the Financial Reports for the Month Ending May 31, 2024.

8.9 Approval of the Grant Proposal for "Title I, Part A: Improving the Academic Achievement of the Disadvantaged" in the Amount of $1,388,665.00. New / Entitlement / Federal / No Matching

8.10 Approval of Amendment #2 for "Targeted Mathematics and Experiential STEM Activities" Grant in the Amount of $123,943.63. No Change in Total Budget of $257,233.00. Amendment / Federal / No Matching

8.11 Approval to Renew Agreement with Quality Therapy Solutions, Effective August 1, 2024 - July 31, 2025.

8.12 Approval of the NEFEC Contract Attachment #25-020-A51 to Provide Extended Services, Effective July 1, 2024 - June 30, 2025.

8.13 Approval to Rescind the April 15, 2024, Board Approval of Amendment #2 for "Targeted Mathematics and Experiential STEM Activities" Grant in the Amount of $30,305.00. No Change in Total Budget of $257,233.00. Amendment / Federal / No Matching

8.14 Approval to Advertise 3.173 as the Required Local Effort Millage for the 2024-25 Budget. (DOE Will Change this Figure On or Before July 19, 2024.)

8.15 Approval to Advertise .748 as the Basic Discretionary Operating Millage for the 2024-25 Budget.

8.16 Approval to Advertise 1.500 as the Basic Discretionary Capital Outlay Millage for the 2024-25 Budget.

8.17 Approval to Advertise 5.421 as the Total Millage for the 2024-25 Budget.

8.18 Approval to Advertise the Tentative 2024-2025 Budget Prior to the Special Board Meeting on July 29, 2024.

9. APPROVAL OF ITEMS FOR ACTION

9.1 Approval of Removed Routine Items.
There were no removed routine items. Therefore, no action was taken on this agenda item.

9.2 Approval to De-authorize and Dispose of Itemized Property on Auxiliary Services Property List. (Obsolete / Broken Beyond Repair Items Will be Disposed of When Possible.)
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Amanda Hodges made a motion to approve, seconded by Jack Baker Jr.. The motion carried 4-0.

9.3 Approval to De-authorize and Dispose of Itemized Property on Macclenny Elementary School's Property List. (Obsolete / Broken Beyond Repair Items Will be Disposed of When Possible.)
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Mandi Canaday made a motion to approve, seconded by Jack Baker Jr.. The motion carried 4-0.

9.4 Approval to Piggyback Lee County Bid #B227419JA (Fresh Produce) with Freedom Fresh Produce, Effective July 1, 2024 - June 30, 2025.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Amanda Hodges made a motion to approve, seconded by Mandi Canaday. The motion carried 4-0.

9.5 Approval to Award Formal Quotation for Pest Control Services No. 2024-001 to Florida Pest Control, Effective July 1, 2024 - June 30, 2025.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Jack Baker Jr. made a motion to approve, seconded by Amanda Hodges. The motion carried 4-0.

9.6 Approval to Award Bid for Baker County High School Front Office Area Security Wall to Little and

Williams, Inc. in the Amount of $107,006.00.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Mandi Canaday made a motion to approve, seconded by Jack Baker Jr.. The motion carried 4-0.

9.7 Approval to Award Bid for Baker County Middle School Football Locker Room Renovations to Little and Williams, Inc. in the Amount of $117,892.00.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Jack Baker Jr. made a motion to approve, seconded by Amanda Hodges. The motion carried 4-0.

9.8 Approval to Piggyback Columbia County School District Bid with K & K Insurance Group, Inc. for Student Accident Insurance Bid No. 18-004-CCS for the 2024-2025 School Term.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Mandi Canaday made a motion to approve, seconded by Amanda Hodges. The motion carried 4-0.

9.9 Approval of the Dual Enrollment Articulation Agreement with Florida State College of Jacksonville for the 2024-2025 Academic Year.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Amanda Hodges made a motion to approve, seconded by Jack Baker Jr.. The motion carried 4-0.

9.10 Approval of the 2024-2025 Dual Enrollment Articulation Agreement with Florida Gateway College.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Amanda Hodges made a motion to approve, seconded by Mandi Canaday. The motion carried 4-0.

9.11 Approval of Partners in Education for Business Success (PEBS) Participation Agreement with Blue Cross and Blue Shield of Florida, Inc. for the On-Site Training Institute at Baker County High School. Effective July 1, 2024 - June 30, 2027.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Jack Baker Jr. made a motion to approve, seconded by Amanda Hodges. The motion carried 4-0.

9.12 Approval of the Revised 2024-2025 District K-12 Comprehensive Evidence Based Reading Plan.
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Amanda Hodges made a motion to approve, seconded by Jack Baker Jr.. The motion carried 4-0.

9.13 Approval to De-authorize and Dispose of Itemized Property on the Student Services Property List. (Obsolete / Broken Beyond Repair Items Will be Disposed of When Possible.)
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Mandi Canaday made a motion to approve, seconded by Jack Baker Jr.. The motion carried 4-0.

9.14 Approval to De-authorize and Dispose of Itemized Property on the Student Services Property List. (Obsolete / Broken Beyond Repair Items Will be Disposed of When Possible.)
Chairperson McInarnay entertained a motion from the Board to approve this agenda item. As recommended by Superintendent Raulerson:
Amanda Hodges made a motion to approve, seconded by Mandi Canaday. The motion carried 4-0.

10. CITIZEN INPUT

A Citizen Input form must be completed and submitted to the Board Secretary PRIOR to the beginning of the meeting if you wish to address the Board. You will be called on by the Chairman at the appropriate time. Presentations/comments are limited to three (3) minutes.

No individual in the audience addressed the Board with citizen concerns at this meeting.

11. INFORMATION AND ANNOUNCEMENTS

Superintendent Raulerson shared several upcoming events:
New Teacher Training - August 1, 2024
Teachers Return - August 2, 2024
Employee Welcome Back Breakfast and Health Fair - August 2, 2024
Students Return for the 2024-2025 School Year - August 12, 2024

12. ADJOURNMENT

Since there was no further business to come before the Board:
Jack Baker Jr. made a motion to adjourn, seconded by Mandi Canaday. The motion carried via general consensus 0-0.

_____ _____

Superintendent Board Chairperson

AGENDA ITEM NO. 8.4

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Traci Wheeler - (259-6776)
ITEM TYPE:	Grant
AGENDA SECTION:	**APPROVAL OF ROUTINE ITEMS**
SUBJECT:	Approval of Budget Amendment #2 to Grant Proposal for "Supplemental School Improvement Grant" in the Amount of $61,277.06 with No Change in Total Budget of $389,716.26. Amendment / Federal / No Matching

ATTACHMENTS:
08.05.2024.Approval of Supplemental School Improvment Grant Amendment 2_T.Wheeler.pdf

GRANT PROPOSAL SUMMARY
REQUEST FOR BOARD APPROVAL

Board Approval Status

(MUST BE TYPED)

NAME OF GRANT PROPOSAL	*Supplemental School Improvement Grant*

TYPE OF GRANT:
☐ **New** ☐ **Continuation** ☒ **Amendment** ☐ **Entitlement** ☐ **Competitive**

CONTACT PERSON:	*Traci Wheeler*

CONTACT PHONE NUMBER:	*904-259-6776*

AMOUNT REQUESTED:	*$61,277.06*

SOURCE: ☒ **Federal** ☐ **State** ☐ **Other:** _____

LOCAL MATCHING FUNDS REQUESTED:
☒ **No**
☐ **Yes . . . If yes, please specify:** ☐ **Monetary Amount $**_____
☐ **In-Kind Amount $**_____

LIST SPECIFIC IN-KIND CONTRIBUTIONS

PROJECT DESCRIPTION ***(If additional space is needed, attachments may be used)***
This project is for the purpose of serving student populations as identified by ESSA Federal Percent of Points Index in schools implementing targeted support and improvement activities.

HOW WILL FUNDS BE USED ***(If additional space is needed, attachments may be used)***
This amendment is for the purpose of decreasing funds for additional planning time, sensory tools, substitutes, stipend for mentoring, Chromebooks, and bus drivers. These funds will be used to purchase interactive, large-screen panels with mobile stands, Cricut smart cutting machine supplies, tablets, annual subscriptions to online programs, and science lab tables. No change to the overall budget total of $389,716.26.

SUBMITTED BY: ***Traci Wheeler*** **DATE:** ***7/15/2024***

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	Baker County School District 270 South Boulevard East Macclenny, FL 32063	Date Received
B) Program Name: Supplemental School Improvement Grant **TAPS Number:** 24A318		**Project Number (DOE Assigned)** **020-2263B-4CSS1**

C) Amendment Type

☒ Program ☒ Budget

Amendment Number: 2

D) Amendment Request Contact Information

Contact Name:	Telephone Numbers:
Traci Wheeler Teri Ambrose	904-259-6776 904-259-0418
Mailing Address:	**E-mail Addresses:**
392 South Boulevard East Macclenny, FL 32063	traci.wheeler@bakerk12.org teri.ambrose@bakerk12.org

E) Required Signature and Certification

I, Sherrie Raulerson, as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application amendment are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

Sherrie Raulerson	Baker County School District Superintendent	7/15/2024
Signature of Agency Head	Title	Date

F) Narrative

This amendment is for the following changes:

- Decrease funds for additional planning time (hourly rate, retirement, and FICA) at Westside Elementary School,
- Decrease funds for sensory tools at Westside Elementary School,
- Decrease funds for substitutes for classroom teachers at Westside Elementary School,
- Decrease funds for stipend (stipend rate, retirement, and FICA) at Baker County High School for mentoring,
- Decrease funds to purchase Chromebooks at Baker County High School, and
- Decrease funds for bus drivers (hourly rate, retirement, and FICA) for bus drivers to provide transportation from afterschool tutoring at Baker County High School.

These funds will be used to purchase the following items:

- Interactive large-screen panels and mobile stands for classrooms at Westside Elementary School and Baker County High School to promote active engagement and hands-on learning for students,
- Cricut smart cutting machine supplies for Westside Elementary School,
- Subscription to The Master Teacher for 90 teachers at Baker County High School to provide comprehensive professional learning that is research-based and written by practitioners in the field to improve student learning.
- Tablets for classroom teachers at Baker County High School for use with interactive lessons with large-screen panels. This will enable the teachers to provide highly-engaging lessons while circulating the power zone in the classroom.
- Subscription to SmartPass for approximately 1,300 students at Baker County High School. This platform will provide accountability for teachers and students, monitor the amount of time students are out of class and loss of learning time, and provide personalized pass limits, thereby increasing instructional time in the classroom.
- Science lab tables with ChemGuard tops for use at Baker County High School in the following courses: Biology I (2000310), Biology I Honors (2000320), Chemistry (2003340), and Chemistry Honors (2003350).

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) Baker County School District
District/Agency Name

B) 020-2263B-4CSS1 / 24A318
Project Number/TAPS Number

C) 2
Amendment Number

D) Total Project Amount Currently Approved
$389,716.26

E) Total Project Amount resulting from this Budget Amendment
$389,716.26

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
5100	120	Additional planning time for instructional staff members at Westside Elementary School			$ 11,467.46
5100	210	Retirement for instructional staff at Westside Elementary School			$ 1,389.96
5100	220	FICA for instructional staff at Westside Elementary School			$ 972.27
5100	510	Sensory tools for use in self-containted ESE classrooms at Westside Elementary Schools			$ 65.66
5200	519	Sensory tools for ESE students at Westside Elementary School			$ 49.31
5200	641	Sensory tools for ESE students at Westside Elementary School			$ 4,500.00
5200	642	Sensory tools for ESE students at Westside Elementary School			$ 123.40
6400	750	Substitutes for classroom teachers at Westside Elementary School			$ 1,800.00
5100	643	Purchase interactive large-screen panels and mobile stands for classrooms at Westside Elementary School (7 panels at approximately $2,650.00 each)		$18,550.00	
5100	519	Supplies for Cricut smart cutting machines (ink, paper, tshirt sizers, pens, and vinyl) at Westside Elementary School		$ 1,818.06	
5100	120	Stipend for instructional staff members at Baker County High School to mentor students in the ATSI subgroups			$ 15,050.00
5100	210	Retirement for instructional staff members at Baker County High School			$ 5,089.00
5100	220	FICA for instructional staff members at Baker County High School			$ 1,199.00
5100	644	Chromebooks to issue to students at Baker County High School			$ 175.00
7800	160	School bus drivers to provide transportation home from students attending afterschool tutoring at Baker County High School			$ 16,000.00
7800	210	Retirement for bus drivers			$ 2,172.00
7800	220	FICA for bus drivers			$ 1,224.00

6400	369	Purchase a one-year subscription for the 2024-2025 school year to The Master Teacher for 90 teachers at Baker County High School. The Master Teacher is an online learning platform that provides comprehensive professional learning that is research-based and written by practitioners in the field to improve student learning.		$ 7,380.00	
5100	643	Purchase interactive large-screen panels and mobile stands for classrooms at Baker County High School (6 panels at approximately $2,650.00 each)		$ 15,900.00	
5100	643	Purchase tablets for classroom teachers at Baker County High School (3 tablets with keyboards at approximately $1,200.00 each)		$ 3,600.00	
5100	369	Purchase a one-year subscription for the 2024-2025 school year to SmartPass for approximately 1,300 students at Baker County High School. This online platform will provide accountability for teachers and students, monitor the amount of time students are out of class and loss of learning time, and provide personalized pass limits, thereby increasing instructional time in the classroom. Additionally, the program provides resources and best practices for educators.		$ 4,927.00	
5100	642	Science lab tables with ChemGuard tops for use at Baker County High School in the following courses: Biology I (2000310), Biology I Honors (2000320), Chemistry (2003340), Chemistry Honors (2003350). (12 tables at approximately $712.00 each plus shipping and handling).		$ 9,102.00	
			Total	**$61,277.06**	**$ 61,277.06**

AGENDA ITEM NO. 8.5

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Traci Wheeler - (259-6776)

ITEM TYPE: Grant

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of Amendment #4 for "American Rescue Plan - Homeless Children and Youth (ARP-HCY) Project" in the Amount of $6,122.17. No Change in Overall Budget of $33,662.00. Amendment / Federal / No Matching

ATTACHMENTS:
08.05.2024.Approval of ARP-HCY Grant Amendment 4_T.Wheeler.pdf

GRANT PROPOSAL SUMMARY
REQUEST FOR BOARD APPROVAL

Board Approval Status

(MUST BE TYPED)

NAME OF GRANT PROPOSAL	*American Rescue Plan - Homeless Children and Youth (ARP-HCY) Project*

TYPE OF GRANT:
☐ New ☐ Continuation ☒ Amendment ☐ Entitlement ☐ Competitive

CONTACT PERSON:	*Traci Wheeler*

CONTACT PHONE NUMBER:	*904-259-6776*

AMOUNT REQUESTED:	*$6,122.17*

SOURCE: ☒ Federal ☐ State ☐ Other: _____

LOCAL MATCHING FUNDS REQUESTED:
☒ No
☐ Yes . . . If yes, please specify: ☐ Monetary Amount $_____
☐ In-Kind Amount $_____

LIST SPECIFIC IN-KIND CONTRIBUTIONS

PROJECT DESCRIPTION *(If additional space is needed, attachments may be used)*
The purposes of these funds are to identify homeless children and youth (HCY), provide HCY with wraparound services to address the challenges of COVID-19, and enable HCY to attend school and fully participate in school activities.

HOW WILL FUNDS BE USED *(If additional space is needed, attachments may be used)*
This amendment is for the purpose of decreasing funds for previously-approved activities (clothing and shoes, short-term temporary housing, laundromat vouchers, Extended Day Enrichment Program assistance, travel expenses, and summer book packs), increasing funds for activities (hygiene and personal care items and stipends for professional development), and adding a new activity (annual subscription to McKinney-Vento.org). No change to the overall grant total of $33,662.00.

SUBMITTED BY: ***Traci Wheeler*** **DATE:** ***7/16/2024***

MIS L284 REV 7/02

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	Baker County School District 270 South Boulevard East Macclenny, FL 32063	Date Received

B) Program Name: American Rescue Plan – Homeless Children and Youth (ARP-HCY) Project

TAPS Number: 22A176

Project Number (DOE Assigned)
020-1221B-2CR01

C) Amendment Type

☒ Program ☒ Budget

Amendment Number: 4

D) Amendment Request Contact Information

Contact Name:	Telephone Numbers:
Traci Wheeler Teri Ambrose	904-259-6776 904-259-0418
Mailing Address:	**E-mail Addresses:**
372 South Boulevard East Macclenny, FL 32063	Traci.wheeler@bakerk12.org Teri.ambrose@bakerk12.org

E) Required Signature and Certification

I, Sherrie Raulerson, as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application amendment are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

Sherrie Raulerson	Baker County School District Superintendent	7/15/2024
Signature of Agency Head	Title	Date

F) Narrative

This amendment is for the purpose of the following changes:

- Decrease funds for Activity 1 – Clothing and shoes to meet the district dress code or for PE classes and other district-administered extracurricular activities for homeless students.
- Increase funds for Activity 2 – Hygiene and personal care items for homeless students.
- Decrease funds for Activity 6 – Short-term, temporary housing for homeless students' families when emergency housing is the only reasonable option.
- Decrease funds for Activity 8 – Vouchers for local laundromat to ensure clean school clothing to remove a barrier to school attendance.
- Decrease funds for Activity 9 – Vouchers for Extended Day Enrichment Program.

- Increase funds for Activity 10 – Stipend, retirement, and FICA for school counselors (school-based homeless liaisons) to participate in online professional development through McKinney-Vento.org outside of regular contractual hours.
- Decrease funds for Activity 14 – Travel expenses for Florida Coalition to End Homelessness Conference in Orlando, Florida.
- Decrease funds for Activity 17 – Summer packs with fiction and non-fiction books, flash cards, and activities along with books from the Florida B.E.S.T. English Language Arts book list for elementary McKinney-Vento students.
- Add funds for Activity 18 (new activity) – Annual subscription to McKinney-Vento.org for the 2024-2025 school year which includes liaison training, essential staff training, and the resource bundle.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) Baker County School District
District/Agency Name

B) 020-1221B-2CR01
Project Number/TAPS Number

C) 4
Amendment Number

D) Total Project Amount Currently Approved
$33,662.00

E) Total Project Amount resulting from this Budget Amendment
$33,662.00

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
5100	590	Other Materials and Supplies (Activity 1). Clothing and shoes to meet the district dress code, clothing for PE classes, and clothing for other district-administered extracurricular activities.			$ 1,732.60
6130	590	Other Materials and Supplies (Activity 2). Hygiene and personal care items for approximately 25 students.		$ 281.77	
9100	330	Travel (Activity 6). Short-term, temporary housing for homeless students' families when emergency housing is the only reasonable option.			$ 1,784.65
6100	700	Other (Activity 8). Vouchers for local laundromat.			$ 200.00
5100	730	Dues & Fees (Activity 9). Extended Day Enrichment vouchers.			$ 150.00
6400	130	Other Certified (Activity 10). Stipend for school counselors to participate in online professional development through McKinney-Vento.org. Professional development to be completed outside of regular contractual hours. Six counselors at $24.53 per hour for six hours each.		$ 885.00	
6400	210	Other Certified (Activity 10). Retirement for school counselors.		$ 122.00	
6400	220	Other Certified (Activity 10). FICA for school counselors.		$ 43.00	
6400	330	Travel (Activity 14). Travel expenses for Florida Coalition to End Homelessness Conference in Orlando, Florida.			$ 178.96
5100	510	Supplies (Activity 17). Summer packs with fiction and non-fiction books, flash cards, and activities along with books from the Florida B.E.S.T. Standards ELA book list			$ 2,075.96
6400	730	Dues & Fees (Activity 18 - new activity). Annual subscription to McKinney-Vento.org for the 2024-2025 school year which includes liaison training, essential staff training, and the resource bundle.		$ 4,790.40	
			Total	**$ 6,122.17**	**$ 6,122.17**

DOE 151
Revised July 2022

FLORIDA DEPARTMENT OF EDUCATION

AGENDA ITEM NO. 8.6

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Carrie Dopson - (259-0408)
ITEM TYPE:	Grant
AGENDA SECTION:	**APPROVAL OF ROUTINE ITEMS**
SUBJECT:	Approval of the 2024-2025 Grant Proposal for Perkins V Career and Technical Education Secondary Programs in the Amount of $58,000.00. New / Federal / No Matching

ATTACHMENTS:
08.05.2024.Approval of 24-25 Perkins V Secondary Grant_C.Dopson.pdf

GRANT PROPOSAL SUMMARY
REQUEST FOR BOARD APPROVAL

Board Approval Status

(MUST BE TYPED)

NAME OF GRANT PROPOSAL	*Perkins V Secodary*

TYPE OF GRANT:
☒ **New** ☐ **Continuation** ☐ **Amendment** ☐ **Entitlement** ☐ **Competitive**

CONTACT PERSON:	*Carrie Dopson*

CONTACT PHONE NUMBER:	*904-259-0408*

AMOUNT REQUESTED:	*$58,000*

SOURCE: ☒ **Federal** ☐ **State** ☐ **Other:** _____

LOCAL MATCHING FUNDS REQUESTED:
☒ **No**
☐ **Yes . . . If yes, please specify:** ☐ **Monetary Amount $**_____
☐ **In-Kind Amount $**_____

LIST SPECIFIC IN-KIND CONTRIBUTIONS

PROJECT DESCRIPTION *(If additional space is needed, attachments may be used)*
Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Secondary, Fiscal year 2024-2025

HOW WILL FUNDS BE USED *(If additional space is needed, attachments may be used)*
Carrer and Techanical program support CE classes at BCHS and BCMS such as salaries beyond contractural time, teachers professional development, equipment, resource materials, software, student credentialing testing, fees and classroom supplies

SUBMITTED BY: ***Carrie Dopson*** **DATE:** ***06/22/2024***

Florida Department of Education
Project Award Notification

1 PROJECT RECIPIENT Baker County School District	**2 PROJECT NUMBER** 020-1615S-5CS01
3 PROJECT/PROGRAM TITLE Strengthening Career & Technical Education for the 21st Century Act - Perkins V - Career and Technical Education Secondary Programs, Section 131 **TAPS 25B004**	**4 AUTHORITY** **84.048 Title I: Workforce Investment Act, Section 503 USDE or Appropriate Agency** **FAIN#**: V048A240009
5 AMENDMENT INFORMATION Amendment Number: Type of Amendment: Effective Date:	**6 PROJECT PERIODS** Budget Period: 07/01/2024 - 06/30/2025 Program Period:07/01/2024 - 06/30/2025
7 AUTHORIZED FUNDING Current Approved Budget: $58,000.00 Amendment Amount: Estimated Roll Forward: Certified Roll Amount: Total Project Amount: $58,000.00	**8 REIMBURSEMENT OPTION** Federal Cash Advance

9 TIMELINES

- Last date for incurring expenditures and issuing purchase orders: 06/30/2025
- Date that all obligations are to be liquidated and final disbursement reports submitted: 08/20/2025
- Last date for receipt of proposed budget and program amendments: 04/30/2025
- Refund date of unexpended funds; mail to DOE Comptroller, 325 W. Gaines Street, 944 Turlington Building, Tallahassee, Florida 32399-0400:
- Date(s) for program reports:
- Federal Award Date : 07/01/2024

10 DOE CONTACTS **Program**: Nicholas Key Phone: (850) 245-9041 Email: Nicholas.Key@fldoe.org **Grants Management**: Unit B (850) 245-0735	**Comptroller Office** **Phone**: (850) 245-0401	**UEI#**: MJG4ULGMPKE7 **FEIN#**: F596000509001

11 TERMS AND SPECIAL CONDITIONS

- This project and any amendments are subject to the procedures outlined in the Project Application and Amendment Procedures for Federal and State Programs (Green Book) and the General Assurances for Participation in Federal and State Programs and the terms and requirements of the Request for Proposal or Request for Application, RFP/RFA, hereby incorporated by reference.
- For federal cash advance projects, expenditures must be recorded in the Florida Grants System (FLAGS) as close as is administratively feasible to when actual disbursements are made for this project. Cash transaction requests must be limited to amounts needed and be timed with the actual, immediate cash requirements to carry out the purpose of the approved project.
- All provisions not in conflict with any amendment(s) are still in full force and effect and are to be performed at the level specified in the project award notification.
- The Department's approval of this contract/grant does not excuse compliance with any law.
- Other:

12 APPROVED:

Charles D. Feehrer
Authorized Official on behalf of the Commissioner of Education

7/18/2024
Date of Signing

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

INSTRUCTIONS
PROJECT AWARD NOTIFICATION

1 Project Recipient: Agency, Institution or Non-Governmental entity to which the project is awarded.

2 Project Number: This is the agency number, grant number, and project code that must be used in all communication. (Projects with multiple project numbers will have a separate DOE-200 for each project number).

3 Project Description: Title of program and/or project. TAPS #: Departmental tracking number.

4 Authority: Federal Grants - Public Law or authority and CFDA number. State Grants - Appropriation Line Item Number and/or applicable statute and state identifier number.

5 Amendment Information: Amendment number (consecutively numbered), type (programmatic, budgeting, time extension or others) in accordance with the Project Application and Amendment Procedures for Federal and State Programs (Green Book), and effective date.

6 Project Periods: The periods for which the project budget and program are in effect.

7 Authorized Funding: Current Approved Project (total dollars available prior to any amendments); Amendment Amount (total amount of increase or decrease in project funding); Estimated Roll Forward (roll forward funds which have been estimated into this project); and Total Project Amount (total dollars awarded for this project).

8 Reimbursement Options:

Federal Cash Advance –On-Line Reporting required monthly to record expenditures.

Advance Payment – Upon receipt of the Project Award Notification, up to 25% of the total award may be advanced for the first payment period. To receive subsequent payments, 90% of previous expenditures must be documented and approved by the Department.

Quarterly Advance to Public Entity – For quarterly advances of non-federal funding to state agencies and LEAs made in accordance within the authority of the General Appropriations Act. Expenditures must be documented and reported to DOE at the end of the project period. If audited, the recipient must have expenditure detail documentation supporting the requested advances.

Reimbursement with Performance - Payment made upon submission of documented allowable expenditures, plus documentation of completion of specified performance objectives.

9 Timelines: Date requirements for financial and program reporting/requests to the Department of Education.

10 DOE Contacts: Program contact for program issues, Grants Management Unit for processing issues, and Comptroller's Office number for payment information.

11 Terms and Special Conditions: Listed items apply to this project. (Additional space provided on Page 2 of 2 if needed.)

12 Approved: Approval signature from the Florida Department of Education and the date signature was affixed.

Florida Department of Education Project Application

Please return to:	A) Program Name: Perkins V — Secondary	DOE USE ONLY
Florida Department of Education upload into Office of Grants Management (OGM) ShareFile folder **AgencyNumber_AgencyName_XXB004_submit**	**TAPS NUMBER:** 25B004	Date Received 5/1/2024

B) Name and Address of Eligible Applicant:	Project Number (DOE Assigned)
Baker County School District **418 S. 8th Street** **Macclenny, FL 32063**	020-1615S-5CS01

C) Total Funds Requested:

58,000.00

DOE USE ONLY

Total Approved Project:

$58,000

D) Applicant Contact & Business Information

Contact Name: Carrie Dopson Fiscal Contact Name: **Mary Ambrose**	Telephone Numbers: **904-259-0408** **904-259-0418**
Mailing Address: **418 S. 8th Street** **Macclenny, FL 32063**	E-mail Addresses: Carrie.dopson@bakerk12.org Mary.ambrose@bakerk12.org
Physical/Facility Address: **418 S. 8th Street** **Macclenny, FL 32063**	UEI number: 59-6000509 FEIN number:195771472

CERTIFICATION

I, Sherrie Raulerson, as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.

E) Sherrie Raulerson — Signature of Agency Head

Superintendent — Title

4/8/24 — Date

B. 2024–2025 Programs of Study - Business Management and Analysis

Program Name:		Program Code and/or CIP	Participating Schools and Institutions	Accelerated Credit Opportunity(ies)
Secondary	***Middle School:*** Digital Information Technology	8207310	Baker County Middle School	High School Credit
	High school: Business Management and Analysis	8301100	Baker County High School	Entrepreneurship and Small Business (INTUT002) Quickbooks Certified User (INTUT001)
Postsecondary	***Registered Apprenticeship:***			
	Technical College/Center:			
	FCS Institution: Business Administration A.S.	1552020102	Florida Gateway College	Entrepreneurship and Small Business awards 3 credits Quickbooks Certified User awards 3 credits in Accounting Technology Computer Applications (CGS 1570) on-campus
	University:			

ATTACHMENT E

2024–2025 Secondary CTE Assurances

Applicants must thoroughly read the assurances and acknowledgements prior to determining whether to submit an application. If an applicant is awarded funds, the applicant will become a grantee and must agree to all terms and conditions herein.

The agency head must initial each item in the space provided. Failure to assure compliance with each of the following requirements will result in the rejection of the application.

Sherrie Raulerson, hereby acknowledge and agree to the statements below.
Name of Grantee

A. Career and Technical Education Instructional and Programmatic Policies

The Grantee agrees:

SR 1. To use the Florida Career and Technical Education Curriculum Frameworks located at http://www.fldoe.org/academics/career-adult-edu/career-tech-edu/curriculum-frameworks/ in accordance with Rule 6A-6.0571 to plan, deliver and assess instruction.

SR 2. To ensure that all career and technical education teachers meet the minimum requirements and abide by the provisions set forth in the applicable sections in Chapter 1012 Personnel of the Florida Statutes Section 1012.39 (1)(c), F.S.

SR 3. To provide local professional development as defined in Perkins V Section 3(40) for staff and faculty and ensure participation in state-provided professional development and meetings as appropriate and deemed mandatory by the state.

SR 4. To offer at least one program of study (Sec. 134(b)(2)) that meets all of Florida's Programs of Study Standards at http://www.fldoe.org/academics/career-adult-edu/Perkins/ProgramsofStudy.stml.

SR 5. To undertake the necessary steps to identify, adopt or develop additional programs of study in order to achieve the *Perkins V State Plan* requirement that 75% (or more) of all local career and technical education students are enrolled in a fully implemented Perkins V program of study in program year 2024-2025.

SR 6. To collaborate with local workforce development boards and other local workforce agencies, one-stop delivery systems described in Section 121(e)(2) of the Workforce Innovation and Opportunity Act (29 U.S.C. 3151(e)(2)), and other partners to provide—

a) career exploration and career development coursework, activities, or services;
b) career information on employment opportunities that incorporate the most up to-date information on high-skill, high-wage, or in-demand industry sectors or occupations, as determined by the Comprehensive Local Needs Assessment; and
c) an organized system of career guidance and academic counseling to students before enrolling and while participating in a career and technical education program (Sec. 134(b)(3))

SR 7. To incorporate challenging State academic standards, including those adopted by Florida under Section 1111(b)(1) of the Elementary and Secondary Education Act of 1965.

SR 8. To provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency.

SR 9. To prepare career and technical education participants for non-traditional fields.

10. To provide equal access for special populations to career and technical education courses, programs, and programs of study.

11. To ensure that members of special populations will not be discriminated against based on their status as members of special populations.

B. Comprehensive Local Needs Assessment (CLNA)

The Grantee agrees:

1. To ensure that all career preparatory and technology education programs being supported with Perkins funds meet Florida's Perkins V Secondary Size, Scope and Quality (SSQ) Standards at http://fldoe.org/academics/career-adult-edu/Perkins/clna.stml (Sec. 134(c)(2)(B)(i); Sec. 135(b)). Newly implemented and in development programs utilizing Perkins funds that are being brought into SSQ compliance must meet all SSQ criteria within a timeframe less than the total length of the program. Programs must have students enrolled as a condition to utilize Perkins funds for support.

2. To ensure all career preparatory and technology education programs supported by Perkins funds are aligned to State, regional, Tribal, or local in-demand industry sectors or occupations as evidenced by the comprehensive local needs assessment (Sec. 134(c)(2)(B)(ii)).

3. To maintain all relevant documentation relating to need identification and stakeholder engagement for five (5) years beyond the time of submission to the FDOE.

4. To ensure that programs and courses identified by FDOE as ineligible to be supported with Perkins V funding will not be supported with local Perkins funds.

5. To ensure that stakeholder engagement required in Sec. 134(d) and Sec. 134(e) will take place to inform updates to the comprehensive local needs assessment, labor market alignment, implementation of programs and programs of study, implementation of work-based learning, and the coordination of local resources.

C. Program Performance: Program Improvement and Data Reporting

The Grantee agrees:

1. To adhere to the prescribed data collection and reporting requirements from the FDOE and as mandated by the Strengthening Career and Technical Education for the 21st Century Act (Perkins V). Annually, the FDOE will publish data reporting handbooks identifying all reporting requirements and formats.
    a) Failure to report accurate and complete data during the required reporting periods may result in the return of funds.

2. To accept that each eligible recipient will be expected to meet the local agreed upon performance levels for each secondary performance measure.

3. To accept that performance on the Perkins V measures is based on each recipient's accurate data submission of student performance information as reported to the state.

4. To accept the requirement to implement additional program improvement measures and/or activities if the eligible recipient is not meeting 90% of the required performance target for any measure.

5. To address disparities or gaps in performance as described in Section 113(b)(3)(C)(ii)(II) in the coming plan year, and if no meaningful progress has been achieved prior to the third program year, additional actions will be taken to eliminate those disparities or gaps.

D. Grants and Fiscal Management and other Federal and State Administrative Provisions

The Grantee agrees:

1. To accept the Strengthening Career and Technical Education for the 21st Century Act (Perkins V) Four Year Plan (July 1, 2020 to June 30, 2024) grant period, the funds are appropriated annually and FDOE will evaluate eligible recipient's grant application each program year. Grantees agree to expended Perkins V funds on eligible career and technical education (CTE) programs that:
   i. document a need specified within the Comprehensive Local Needs Assessment (CLNA) in accordance with Perkins V Section 134(c –e)
   ii. meet the Perkins V requirements for sufficient Size, Scope and Quality as specified in Florida's *Perkins V State Plan* in accordance with Perkins V Section 134(c)(2)(B)(i) and
   iii. coincide with the Requirements for Uses of Funds in accordance Perkins V Section 135

2. To accept overall responsibility for ensuring that the grant funds are managed in accordance with Florida's *Perkins V State Plan*, Sections 134 and 135 of Perkins V, GEPA, OMB Circulars, UGG, EDGAR, Project Application and Amendment Procedures for Federal and State Programs (*Green Book*), any other relevant statutes, and regulations for guidance.

   Furthermore, the applicant accepts the responsibility to use fiscal internal control and accounting procedures that will ensure the proper disbursement of, and accounting for, federal funds. Applicable federal regulations include:
   a. Education Department General Administrative Regulations (EDGAR) http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html.
   b. 2 CFR 200 in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

3. To retain records for financial transactions and supporting documentation for auditing purposes. If records are requested by the FDOE or the State of Florida Division of Financial Services, all records must be provided. Records should be maintained for **five years** from the last day of the program or longer if there is an ongoing investigation or audit.

4. To accept the requirement that the FDOE will monitor grantee's compliance with program and fiscal requirements according to applicable federal and state laws and regulations specified by:
   - 2 CFR 200 of the Uniform Guidance https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards.
   - Florida Department of Financial Services ***Reference Guide for State Expenditures*** https://www.myfloridacfo.com/division/aa/manuals/documents/ReferenceGuideforStateExpenditures.pdf and guidelines published in the Florida Department of Education's ***Green Book*** available at http://www.fldoe.org/finance/contracts-grants-procurement/grants-management/project-application-amendment-procedur.stml.
   - The DCAE, ***Quality Assurance Policies, Procedures and Protocols Manual*** is available at http://www.fldoe.org/academics/career-adult-edu/compliance/.

5. To ensure that funds received through this grant will be used to supplement Perkins V CTE program operating funds and will in no case be used to supplant local and state funding for such programs.

6. To maintain Personnel Activity Reports (also referred to as Time and Effort Reports) for all applicable federal and state funded employees and ensure that these reports are signed by the employee and the supervisor.

7. To accept that FDOE contract managers will periodically review the progress made on the implementation of your local plan.

8. To submit a completed DOE 399 form, Final Project Disbursement Report, and the Projected Equipment Purchases Form to the FDOE, Comptroller's Office, by August 20, 2025.

9. To accept that equipment purchased under this program must follow the Uniform Guidance found at https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards.

10. To ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. For details, refer to: http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf.

11. To accept that if Grantee fails or refuses for any reason to perform any of its obligation under this contract or violates the grant policies, procedures or assurances, FDOE may impose such sanctions as it may deem appropriate. Sanctions may include, but are not limited to, placing the Grantee on a Corrective Action Plan (CAP), cancellation or termination of the contract, repayment of funds to the Agency, reduction in current year funds, reduction in future funds, withholding of payments in whole or in part, and the seeking of other remedies as may be provided by this contract law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Grantee receipt of written notice thereof from FDOE.

E. Data Privacy and Security

The Grantee agrees:

1. To comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), a federal privacy law administered by the U.S. Department of Education. FERPA and its implementing regulations (34 Code of Federal Regulations [CFR] part 99) protect the privacy of students' education records and afford parents and eligible students certain rights to inspect and review education records, to seek to amend these records, and to consent to the disclosure of personal identifiable information (PII) from education records. Unless expressly indicated in 20 U.S.C. 1232g, FERPA prohibits the disclosure of PII from education records without written consent. For the full text of 20 U.S.C. 1232g, see the Office of the Law Revision Counsel's United States Code Web page at http://uscode.house.gov/view.xhtml?req=(title:20%20section:1232g%20edition:prelim) The US ED provided information on FERPA on this site: https://ed.gov/policy/gen/guid/fpco/ferpa/index.html.

2. To ensure access to individual records will be stringently controlled through technical security conventions and passwords, complimentary to those established by Northwest Regional Data Center. Appropriate computer passwords and Login ID's shall be assigned to users in order to establish each user's data access authority only to the records or data elements required to complete federal- or state-mandated activities.

3. To comply with records retention schedules established by the Florida Department of State, Division of Library and Information Services, Records management program, consistent with the requirements of Section 257.36, Florida Statutes.

I certify that I have reviewed, understand, and agree to comply with the above assurances.

Sherrie Raulerson	Sherrie Raulerson
Print Name of Agency Head	**Signature of Agency Head**
Carrie Dopson	Carrie Dopson
Print Name of Program Contact	**Signature of Program Contact**

FLORIDA DEPARTMENT OF EDUCATION (FDOE)
2024–2025
Perkins V — Secondary

Section 1. Comprehensive Local Needs Assessment and Stakeholder Engagement

A. Please Respond to the Following Questions:

Question	Response
i. Describe the process your agency used to conduct the required biennial CLNA during the 2023-2024 program year. The results from this CLNA will guide your agency's Perkins V high priorities that will be implemented in the 2024–2025 and 2025-2026 program years.	**Baker County School District joined the other 4 districts and Florida Gateway College to conduct the required biennial CLNA. We partnered with the Southern Region Education Board, who led the efforts in conducting the data reviews, classroom walkthroughs, stakeholder interviews and surveys. Each district and FGC provided a team of stakeholders, Advisory Board members and business partners to assist in the process. Each team was responsible for doing walkthroughs in a neighboring district and on a separate day, we did walkthroughs of FGC's CTE programs. We submitted data files to the SREB for review. We also met with our Advisory boards and discussed the requirements of Perkins and had them do an internal review of the program they were associated with. ACTE surveys were sent to all CTE teachers to gain anonymous feedback and SREB sent surveys to our business partners, students, and parents. Baker County also participated in a regional summit with Duval County School district sponsored by JaxUSA and local business partners. Our teachers visited Duval County's advisory boards that related to their programs.**

B. Complete the Stakeholder Consultation Summary Table below:

CLNA: Stakeholder Consultation Summary Table:

[A] Stakeholder Category Required by Perkins V Law	[B] List the individuals, organizations, associations and other groups consulted locally for this category of stakeholder.	[C] Describe the process and methods (meetings, surveys, focus groups, etc.) used for stakeholder consultation for this category of stakeholder.	[D] List the CLNA component(s) for which this category of stakeholder was consulted.
(i) representatives of career and technical education programs in a local educational agency or educational service agency, including teachers, career guidance and academic counselors, principals and other school leaders, administrators, and specialized instructional support personnel and paraprofessionals	CTE teachers, Local Chamber of Commerce President, NEFEC representative, Guidance Counselors, High School and Middle School Administration, Superintendent, Directors, ESE paraprofessionals School Board Members	Served on Advisory Boards, completed surveys, gave feedback from program events	Size, Scope and Quality of Programs; Labor Market Alignment; Development and Implementation of Programs of Study; Recruitment, Retention and Training of Teachers, Faculty etc; Evaluation of Perkins Accountability Measures;
(ii) representatives of career and technical education programs at postsecondary educational institutions, including faculty and administrators	FGC's instructors of automotive, business, horticulture, nursing, education, information technology, digital media, etc. FSCJ's instructors of pharmacy tech, culinary, information technology Directors of Dual Enrollment (FGC and FSCJ), Deans of Workforce programs (FGC and FSCJ)	Served on Advisory Boards, completed surveys, program tours, program meetings	Size, Scope and Quality of Programs; Labor Market Alignment; Evaluation of Perkins Accountability Measures
(iii) representatives of the State board or local workforce development boards and a	Representatives of JaxUSA; Chamber of Commerce; Director of Training at IBEW; Local business owners;	Quarterly meetings, assisted with CLNA, served on Advisory boards,	Size, Scope and Quality of Programs; Labor Market Alignment; Development and Implementation of

range of local or regional businesses or industries		completed surveys, guest speakers, tours	Programs of Study; Recruitment, Retention and Training of Teachers, Faculty etc; Evaluation of Perkins Accountability Measures;
(iv) parents and students	A minimum of one parent and one students served on each program's advisory board. In some cases, a program had several parents and several students serve.	Served on Advisory Boards, surveys	Size, Scope and Quality of Programs; Labor Market Alignment; Development and Implementation of Programs of Study; Recruitment, Retention and Training of Teachers, Faculty etc; Evaluation of Perkins Accountability Measures;
(v) representatives of special populations	ESE Director, ESE guidance counselor, and ESE paraprofessionals	Served on leadership team, advisory boards, surveys, program feedback	Equity and Access for Special Populations; Evaluation of Perkins Accountability Measures

[A] **Stakeholder Category Required by Perkins V Law**	[B] **List the individuals, organizations, associations and other groups consulted locally for this category of stakeholder.**	[C] **Describe the process and methods (meetings, surveys, focus groups, etc.) used for stakeholder consultation for this category of stakeholder.**	[D] **List the CLNA component(s) for which this category of stakeholder was consulted.**
(vi) representatives of regional or local agencies serving out-of-school youth, homeless children and youth, and at-risk youth (as defined in section 1432 of the Elementary and Secondary Education Act of 1965)	McKenny Vento Director and Guidance counselor; Mental health counselors; CareerSource representatives; Eckerd Connects Career Coach; Director of Adult Education;	Representatives from each group are invited to participate in Advisory board meetings and leadership team meetings. These staff members are contacted when student situations arise.	Size, Scope and Quality of Programs; Labor Market Alignment; Development and Implementation of Programs of Study; Equity and Access
(vii) representatives of Indian Tribes and Tribal organizations in the State (where applicable)	NA	NA	NA
(viii) any other stakeholders that the eligible agency may require the eligible recipient to consult (if applicable)	NA	NA	NA

C. Size, Scope and Quality (SSQ) for Middle Grades Courses and Grades 9–12 Career Preparatory and Technology Education Programs

i. **Populate the CLNA Program Summary Worksheet in the Secondary CLNA and Budget Excel Workbook with the required SSQ information.** *Report both middle grades and secondary.*

Middle Grades Narrative Summary for SSQ

		RESPONSE
(a) SIZE: Intentionally Designed Pathways	Explain how your middle school CTE programs are selected and how they link to high school and postsecondary CTE programs.	Baker County's middle school CTE programs are selected on programs that currently exist at the high school and by what our district can feasibly accommodate. The current CTE programs at the middle school have been established for several years and help prepare students for correlating high school programs. Funding of new teaching units is a barrier to the creation of new CTE programs in the Middle School.
(b) SCOPE: Engaging Instruction	Describe how your district's middle grades exploratory courses provide instruction that integrates academic, technical, and employability skills.	Baker County Middle School uses Orientation to Career Clusters, Orientation to Health Science Professions, Digital Information Technology, and Orientation to Agriscience and Career Planning to provide instruction that prepares students for high school CTE programs. These courses introduce students to the multitude of career options, education needed for each career path and the technical learning that must accompany their academic learning to be successful in each career field. These courses introduce students to Xello and allow them to explore a range of career options.
(c) QUALITY: Appropriate Instructional Supports	Describe how your district's middle grades exploratory courses provide instruction that incorporates relevant equipment, technology, and materials to support learning.	Each of these courses has equipment, technology and learning materials to support the curriculum and allow students to have hands on learning. Students in AG courses are provided with hands-on activities including raising animals, gardening, hydroponics, and recycling. DIT students work on curriculum in storyboarding and Microsoft Office, Health science and Career Exploration have guest

		speakers and tours of facilities to enhance instruction and initiate learning.
(d) QUALITY: Prepared and Effective Teachers	Describe how your district's middle grades exploratory courses provide CTE instructors support to maintain up-to-date skills and knowledge necessary to support learning.	Middle Grade CTE instructors are invited to participate in all training provided to CTE teachers district wide. Summer hours are used to allow teachers to work on project-based learning activities and curriculum mapping as well as participate in professional development opportunities.
(e) QUALITY: Access and Equity	Describe how your district's middle grades exploratory courses implement measures to eliminate barriers and create opportunities for all students to succeed in CTE.	The Middle School principal and guidance staff strive to provide students with opportunities to participate in at least one CTE course. Barriers include scheduling conflicts with band, art, and physical education, as well as extra academic courses for low performing students. The school-based leaders work hard to provide students with every opportunity to participate and succeed in CTE programs.

9-12 Career Preparatory/Technology Education Programs Narrative Summary for SSQ

		RESPONSE
(f) SCOPE: Business and Industry Engagement and Workforce Alignment	Describe how your district's CTE programs strategically engage business and industry to ensure the program meets workforce demand as substantiated by the CLNA Labor Market Alignment.	As part of our Advisory Board meetings, the CTE programs strive to engage business and industry partners in conversations about our curriculum, equipment, and industry certification data. Our CTE paraprofessional surveys our partners to gather information that can be used to establish goals for each program. The instructors in each program schedule a variety of business partners to speak to their classes or do hands-on projects with their students. Several programs have established rotations for students to visit and job shadow employers in the field. Our goal is to be current and build a bridge for our students to become employed.
(g) QUALITY: Engaging Instruction	Describe how your district's CTE programs provide instruction that integrates academic, technical and employability skills and how those programs support the integration of academic skills into your CTE programs.	Baker County School District has initiated a 3-year training plan that implements John Hattie's top 10 teaching strategies. These strategies help teachers integrate academic learning into their CTE curriculum. In the 24-25 school year, Baker County will drill down with the CTE instructors on consciously implementing reading, math and science standards into their curriculum. NorthEast Florida Education Consortium will be assisting in planning and executing training for our teachers in order provide engaging instruction for our students. We are planning to hire a Career Coach in a new position to assist high school and middle school teachers in implementing career education, employability skills and site visits based on career paths. We will be fully using the Xello platform for all students in secondary classrooms.
(h) QUALITY: Appropriate Instructional Supports	Describe how your CTE programs provide instruction that incorporates relevant equipment, technology, and materials to support learning.	Our CTE programs have aggressively worked with our partners to provide up-to-date equipment, technology, and materials. This is a process where equipment become obsolete or irreparable. With the small amount of funds

		allocated in this grant, we strive to update the most critical areas each year.
(i) **QUALITY: Prepared and Effective Faculty and Staff**	Describe how your CTE programs provide CTE instructors support to maintain up to date skills and knowledge necessary to support learning.	Finding appropriate training opportunities is a major goal for our instructors. We are planning to host neighboring districts and with the assistance of NEFEC, we plan to allow teachers to meet with other instructors who teach the same curriculum. We believe that this will allow teachers to share best practices, develop project-based learning opportunities and collaborate on setting goals and curriculum mapping. Several teachers request specific training opportunities and with the help of this grant, we strive to provide those opportunities.

iii. **List High-Priority SSQ Needs:** As a result of your CLNA review, provide a **numbered list** of the high-priority need(s) that will be addressed in the 2024–2025 program year.

Reference Number	Need (Use for Planning and Budgeting)
1	**Need a new Career Coach position**
2	**Need training opportunities for CTE instructors**
3	**Need up-to-date equipment and maintenance and repair of equipment**
4	**Work-based learning opportunities for all programs, including job shadowing and internships or clinicals**
5	**Summer hours for CTE guidance counselor to document acquired industry certifications, dual enrollment participants, and scheduling**
6	**Updated Career Pathways Articulation agreements**
7	**Consumable materials, technology and equipment for programs**
8	**Access and funds to purchase industry certifications for CTE students**
9	**More access to CTE courses in the Middle School**
10	**Have a designated Paraprofessional to assist in CTE classrooms with industry certification testing.**

Add additional rows, as needed

D. Labor Market Alignment (LMA)

i. Populate the CLNA Program Summary Worksheet in the Secondary CLNA and Budget Excel Workbook with the required LMA information.

ii. Programs to be Phased Out (if applicable)

Program Number	Program Name	# of 2022–2023 Enrolled Students	# of Schools at which this program is offered	Last Year program will be offered
NA				

Add additional rows, as needed

iii. Programs Considered for Development (if applicable)

Program Number	Program Name	Documentation of Local Need
8720300	Building Construction Technology	Secondary Sources

Add additional rows, as needed

E. Development and Implementation of CTE Programs and Programs of Study (POS)

		RESPONSE
a.	**Alignment**: Which of your district's locally offered programs would benefit from additional postsecondary program, course, and/or curriculum alignment?	Baker County School District is working to enhance our Horticulture program by implementing a hydroponics community garden. Baker County has a new Plant being built that will generate hydroponic produce and we have set up meetings to link this program with their business. The Baker County's culinary program offers industry certifications that articulate to programs not offered in our area. These industry certifications provide students with the opportunity to receive Bright Futures Gold Seal Cape Scholarship and they are needed for employment in restaurants, so they are valuable to our students. All of our programs are actively striving to align their courses and curriculum with our postsecondary partners.
b.	**Acceleration**: Which programs of study, or potential programs of study, would benefit from additional accelerated credit opportunities, including dual or concurrent enrollment, local/statewide articulation agreements, or aligned academic accelerated credit courses?	Baker County would like for all of our programs to have additional accelerated credit opportunities, including dual enrollment, local/statewide articulation agreements or aligned academic accelerated credit courses. Programs in most need of these opportunities are Agriculture, Criminal Justice and Digital Media Technology. These programs all offer industry certifications that articulate, however the post-secondary programs that they articulate are not appealing to students in our school district, so students do not enter those fields and the articulation becomes invalid. Health Science currently has certified nursing assistant, phlebotomy tech and EKG tech as post-secondary options, but many of our students plan to become registered nurses and these options do not articulate to that program. It is only used for experiential purposes. The Teacher Cadet program will be working with a local university to offer students online courses that provide dual enrollment credit.

c.	**Coordination**: Which program areas are un- or underrepresented on your advisory council(s)?	Baker County is struggling to get business partners to serve on the Digital Media Technology and the Culinary Advisory Boards. We have allowed our instructors to join with the Duval County program advisory boards to build connections with business and industry in that area.
d.	**Percent Enrollment**: Per Florida's Perkins V State Plan, all secondary eligible recipients are to have 75% enrollment in fully compliant Programs of Study in 2024–2025. Estimate your percent enrollment in programs of study (columns E and R of the CLNA Excel can help) and determine how many additional programs of study will need to be launched in 2024–2025 to meet the 75% enrollment in programs of study goal.	In the 24-25 school year, Baker County plans to have 75% or more of our students enrolled in one or more CTE programs. We plan to have each program at a minimum of 80% capacity but are striving for each student to participate in at least one program.

i. List High-Priority CTE Programs and Programs of Study Needs:

Reference Number	Need (Use for Planning and Budgeting)
1	**Business and industry partners to serve on advisory boards**
2	**Work based learning opportunities for all students**
3	**Increase involvement in CTSO's**
4	**Access to dual enrollment opportunities for each program**
5	**Dedicated wording in Pupil progression plan for CTE completion as a graduation requirement**
6	**Externship opportunities for teachers**
7	**Specialized training for teachers and students**

Add additional rows, as needed

F. Recruitment, Retention, and Training of Teachers, Faculty and All Other Professionals

i. Complete the following narrative summary.

Faculty and Staff:

	RESPONSE
a. Provide an overview of your district's process and method for evaluating existing efforts of recruitment, retention, and training of career and technical education teachers, faculty, specialized instructional support personnel, paraprofessionals, and career guidance and academic counselors, including individuals in groups underrepresented in such professions and what the evaluation revealed about those efforts.	**The Baker County School District is committed to meeting the needs of all students in a safe, nurturing, and encouraging environment. The district prohibits all forms of unlawful discrimination against students, employees and other persons in all aspects of the district's programs, activities, and operations. Baker County School District actively seeks new ways to recruit teachers to our district. Recruitment of CTE teachers has been easier for our district than recruiting for academic areas. CTE teachers can be district certified and given a hire pay rate than academic teachers because of their years of service in any given field. We have a few areas where retention of teachers is more challenging, these include many 9th grade courses. Finding individuals who have experience in the CTE programs and want to give up their career path to become teachers is very challenging. Most are recruited from retirees. Baker County recruits from local colleges and hiring fairs sponsored by NEFEC.**
b. Provide an overview of your district's process and method for evaluating whether the agency has underrepresented individuals in the professions.	**Baker County School District goes through a 5-year accreditation process that evaluates the process and method of evaluating whether the agency has underrepresented individuals in the profession. Baker County does not discriminate against individuals who are underrepresented but does struggle to get qualified candidates for positions.**

c. Provide a summary description of what the evaluations (existing efforts on recruitment, retention, and training; underrepresented individuals) revealed and any changes that will be made to address areas of concern that surfaced from conducting this needs assessment.	**We have implemented our teacher cadet program to "Grow Our Own" teachers for our district. This program allows students the opportunity to participate in work-based learning, take the paraprofessional exam and the Professional teacher exam. Students can participate in dual enrollment for up to 12 credit hours towards their teaching degree. We are expecting this program to provide a pipeline for our district to hire students. This program is open to all students in the high school.**

ii. List High-Priority CTE Faculty & Staff Needs:

Reference Number	Need (Use for Planning and Budgeting)
1	**Professional Development and Professional Learning for teachers**
2	**Incentive program for teacher attendance**
3	**Teacher survey addressing teacher attendance and recruitment**
4	**Career Coach position**

Add additional rows, as needed

G. Evaluation of Performance on Perkins Accountability Measures

i. Complete the following narrative summary.

Performance Review:

	RESPONSE
a. **Underperformance**: Using the last three years of available data, list by year the agency's Perkins performance indicators that performed under 90% of the local agreed upon performance level.	**According to the last three years of Perkins data, Baker County School District has underperformed in the 2S1, 2S3 and 4S1. Measure 2S1: Academic Proficiency in Reading/Language Arts has been an ongoing issue for our district. In 20-21 & 21-22 school years, our students scored a 60.8% pass rate. We wrote Program Improvement Plans to work on reading initiatives with our CTE students. In 22-23, our data went to a 61% pass rate. This shows improvement, however, not enough to meet the 90% threshold. The second area of concern is Measure 2S3: Academic Proficiency in Science. In both the 20-21 and 21-22 school years, our data shows that we were 61.1% proficient, which did not meet the 90% targeted rate. However, in 22-23 our data went up to 67.8%, which did put us within the 90% targeted range (92%). We provided training to highlight science standards and work closely with the science teachers. The last area that shows underperformance is Measure 4S1: Non-traditional program concentrators. In the 20-21 and 21-22 school years, our data shows that we were at 36.4% and our target was 42.25%. In 22-23, this data dropped to 35.8%. We are unsure how to correct this issue because students have the right to choose the program that they want to participate in. If all programs were considered in this data, it would be a more effective data piece, but with only select programs, it is more challenging to correct.**
b. **Gaps**: Using the most recent available data, identify subgroups and special populations that performed below the agency's total performance level.	**Baker County has identified the same subgroups as having challenges in reading/language arts. These groups consist of the male population (54.7%), African American (37.2%), Hispanic (45%), individuals with disabilities (25.5%) and economically disadvantaged (55.3%). By concentrating our focus on the lowest performing groups, we hope to increase our proficiency rates to meet the targeted data. By digging a little deeper, we discovered programs that performed below the targeted area were the 3 agriculture programs, electrical program, culinary program, teacher assistant, criminal justice, and our automotive program. This information will help us to streamline our efforts in**

	teaching reading strategies. Our new Career Coach position that we are planning to add in the 24-25 school year, will model reading strategies in these programs to assist the teachers in improving the students' reading scores. By improving the RLA scores, we hope to increase other performance standards. **The second area of concern in the 22-23 data is the non-traditional program concentration. Through an evaluation of our program data, we discovered that 22 programs were listed and 9 of them have been phased out. However, the results of the data still include those programs. We also discovered that out of our current programs only 7 of the 12 programs counted in the data. Some of our largest programs and most diverse were not considered in the data. Programs such as electrical, agriculture, IT, and Automotive which are generally male dominated were the only ones weighted in this data. Programs that are primarily female dominated such as Teacher Assist, Culinary, Health Science, Business Management and Digital Media Technology were not calculated. This factor alone skews the data to be only looking for females in a male dominated career path, whereas if all programs were considered, the data would look very different. We believe in student choice and hope that this data feature is changed to better serve all students.**
c. **Trends**: Using the last three years of available data, identify which Perkins performance indicators have trended upward or downward.	**The Perkins performance indicators that have trended upward are the attainment of post-secondary credentials (5S1). Baker County started in 20-21 school year with 61% attainment and in 22-23 school year we moved to 69.5% attainment. This rate is 171% of the targeted goal of 40.5%. Our goal is to surpass 80% percent attainment in this area in the 24-25 school year. In the area of post-secondary placement (3S1) our data indicates a 1% growth over the three-year span. In 20-21 we had 75.6% placement and in 22-23 we grew to 76.6% placement. The last area showing growth is in science proficiency. In 20-21 our district scored a 61.1% proficiency rate and then in 22-23, this data jumped to 67.8%. We took a downward drop in our graduation rate in the 22-23 school year from 92% to 88.5%. This data is concerning and our leadership team will be looking for ways to improve this rate.**
d. **Root Causes**: Based on root cause analysis, list factors that likely	**Every year schools are experiencing more and more students who struggle to read. We can blame the pandemic for closing schools and pushing students to remote learning, however this problem existed long before the pandemic. The**

contributed to the identified underperformance, gaps, and trends.	**pandemic heightened the problem to an extreme. Students are being socially promoted to avoid hindering their mental health, however we are not solving the problem of their lack of learning in the lower grades. Once a student reaches the secondary level and has a history of poor performance on state testing, they do not want to continue to try. Many drop out of school almost immediately when they turn 16 years old. Many families have experienced loss of family members, loss of jobs and loss of their homes. This impacts students in high school because they a pressed to get jobs to help support their families. We have seen an uptick in students participating in OJT, which means they are not in school the number of hours they should be. If students were not allowed to leave to go to work during the school day, they would have more time for reading instruction and opportunities for reading.**

ii. **List High-Priority CTE Performance Needs:**

Reference Number	Need (Use for Planning and Budgeting)
1	**Need for Professional learning and collaboration**
2	**Need for Career Coach**
3	**Need for reading strategies to be effectively taught**
4	**Need for tutoring for subpopulations**
5	**Need for counseling for potential dropouts**

Add additional rows, as needed

H. Progress Toward Implementation of Equal Access to High-Quality Career and Technical Education Courses and Programs of Study for All Students

i. Complete the following narrative summary.

Equal Access:

	RESPONSE
a. Evaluate the local implementation of strategies and policies to provide the resources, social services, and academic support that certain students need to succeed in school.	**Baker County School District works diligently with our ESE department to provide resources, social services and academic support for students in need to help them succeed in school. Baker County High School has teacher facilitators who are assigned specific students, and they work together with the paraprofessionals to provide the needed resources and academic support for ESE students. These teachers primarily focus on academic classes but meet with CTE teachers to determine strategies and resources ESE students need to be successful. For example, Perkins funds were used to purchase a special stethoscope for hearing impaired students because the need was brought to our attention through a CTE teacher and ESE facilitator collaborating. With the addition of a Career Coach, this position can assist students in the CTE classrooms and become an advocate for additional resources.**
b. Evaluate the local implementation of strategies to overcome barriers, both intentional and unintentional, that result in lower rates of access to, participation in or performance gaps in, the courses and programs for special populations.	**Access of ESE students to CTE programs has been a concern for several years. After doing a root cause evaluation, we noticed that these students are placed in learning strategies courses, which limits the number of elective courses that they have available. Many of these students struggle in their academic courses and need the extra period(s) for more direct instruction and do not have time in their schedule to participate in CTE programs. All students are encouraged, through Middle School career courses, guidance counselors, Xello and the work of the Career Coach to choose a career pathway that suits their skills and interests. Every year our CTE department host a college and career fair(s) to help students and parents gain insight and understanding about our program and post-secondary options in our area.**
c. Evaluate the local implementation of programs that are designed to enable	**Xello is used to determine students' interest and desired career paths. The guidance counselors used this data to help students' and parents make**

special populations to meet the local levels of performance.	**logical decisions about which CTE program they want to enroll. The special populations of students are treated the same way as the general population and are allowed to choose up to 5 pathways. Once students are placed in a program the CTE teacher, guidance counselor and support facilitators work in tandem to help students meet the local levels of performance. The Career Coach will assist in this process in the 24-25 school year. Our district participates in Construction Career Days and Build My Future construction day. Non-traditional and underserved populations are encouraged to attend.**
d. Evaluate the local implementation of activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations in competitive, integrated settings that will lead to self-sufficiency.	**Members of the guidance staff and MTSS team serve as liaisons for our special populations. Out team works to assist underserved populations become involved in CTE programs and help promote opportunities for them to be successful. We are continuously seeking ways for our programs to be increasing aligned with occupations and post-secondary opportunities within our region that will enable students to be employed at high-skill, high-wage or in-demand jobs. We work closely with our Chamber president, Career Source, JaxUSA and local businesses to provide activities for students to explore career options and work based learning.**

ii. **List High-Priority Equity and Access Needs:**

Reference Number	Need (Use for Planning and Budgeting)
1	**Access for ESE students to CTE programs and industry certifications**
2	**Assistance for low performing students to establish career goals and pathways.**
3	**Professional learning for teachers and guidance on working with low performing students.**
4	**Data chats with faculty and staff**

I. Other Identified Needs from Comprehensive Local Needs Assessment (If Applicable)

Reference Number	Need (Use for Planning and Budgeting)
1	**Professional learning opportunities for Career Coach and Guidance staff**
2	**Continued and increased engagement of stakeholders**
3	**Support for advisory boards**
4	**Equipment**
5	**CPR course and training for Health Science students**
6	**Consumable supplies for classrooms, Program fair, job fair, college night**

Section 2. Primary Program of Study and CTE Secondary Programs for 2024–2025

A. Perkins-Fundable Programs

- **Complete the Fundable Programs portion of the Program Needs Assessment worksheet in the Secondary CLNA and Budget Excel Workbook and indicate the CTE secondary programs that meet all state requirements for funding eligibility.** CTE secondary programs with expenses included on the Budget Narrative Form: DOE 101 must appear as fundable on the Program Needs Assessment worksheet.

B. 2024–2025 Programs of Study - Business Management and Analysis

Program Name:		Program Code and/or CIP	Participating Schools and Institutions	Accelerated Credit Opportunity(ies)
Secondary	***Middle School:*** Digital Information Technology	8207310	Baker County Middle School	High School Credit
	High school: Business Management and Analysis	8301100	Baker County High School	Entrepreneurship and Small Business (INTUT002) Quickbooks Certified User (INTUT001)
Postsecondary	***Registered Apprenticeship:***			
	Technical College/Center:			
	FCS Institution: Business Administration A.S.	1552020102	Florida Gateway College	Entrepreneurship and Small Business awards 3 credits Quickbooks Certified User awards 3 credits in Accounting Technology Computer Applications (CGS 1570) on-campus
	University:			

D. List of Advisory Council Members Overseeing the Primary Program of Study

Complete the Program of Study Advisory Council Member List Table Below.

Secondary Program of Study Advisory Council Member List		
Name	**Organization**	**Representation Category** (Secondary, Postsecondary, Business and Industry, Other)
Rhonda Smith	Florida Blue	Business and Industry
Darla Ketchie	Florida Blue	Business and Industry
Tim Mimbs	Florida Gateway College	Post Secondary
Anita Crews	TruFi Credit Union	Business and Industry
Trey Sinclair	Wells Insurance	Business and Industry
Kendra Morgan	Baker County High School	Secondary
Richard Crews	Baker County High School	Secondary

E. Dissemination of Information on CTE Secondary Programs and Programs of Study

	Response
Describe how secondary students, including students who are members of special populations, will learn about your agency's CTE course offerings and whether each course is part of a CTE program of study in the 2024–2025 program year.	**All students, grades 6th – 12th, will use Xello to research careers and develop career plans. 8th graders will work on this during homeroom every Tuesday throughout the year. CTE instructors and the high school counselors will also schedule times throughout the school year to embed this instruction into their curriculum. The new career coach and guidance counselors will be responsible for meeting with every student about their opportunities in high school and developing plans for after graduation. Xello provides interest inventories and personality inventories for each student and then matches them with specific careers. Counselors will use this information to meet with students to set career goals and choose which program they want to participate in while in high school. Baker County High School host a CTE program showcase for all 8th graders and has created program videos for all 8th and 9th grade students to view prior to selecting a program. A CTE booklet has been distributed to all 8th and 9th graders that explains each career program available and dual enrollment opportunities that our students can take advantage of. We are looking into creating links on our website for students and parents to view programs and what they offer.**

Section 3. Career Exploration and Guidance

A. Collaboration related to Career Exploration and Guidance with Local Workforce Development Boards

	Response
i. Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer career exploration and career development coursework, activities, or services.	**Baker County School District collaborates with our local CareerSource agency and JaxUSA in multiple ways. We participate in events and use their platforms to help coach our students. Baker County Middle school brings in guest speakers through the Orientation to Career Clusters, Orientation to Agriculture and Health Science Professions. These speakers expose students to the myriad of career options and the benefits of each career pathway. JaxUSA provides information on employment opportunities that incorporate the most up-to-date information on high-skill, high-wage, or in-demand industry sectors. They support several CTE events and FAFSA nights at our high school. CareerSource has partnered with our CTE Leadership Team to put on employability workshops for our seniors as well as a Reality Fair and College and Career Fairs. NEFEC also assist in providing our juniors and seniors the opportunity to attend a Career Fair that they host for our region.**
ii. Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer career information on employment opportunities that incorporate the most up-to-date information on high-skill, high-wage, or in-demand industry sectors or occupations.	**JaxUSA and CareerSource provide Baker County School District with up-to-date career information on employment opportunities and job fairs available. We hosted a college night and a job fair for our seniors to assist in determining their next step after graduation.**
iii. Describe how your agency will collaborate with local workforce development agencies (e.g., CareerSource) to offer an organized system of career guidance and academic	**The CTE Director attends meetings at JaxUSA and CareerSource to work collaboratively in offering an organized system of career guidance and academic counseling throughout Middle and High School. Through the use of**

counseling to students before enrolling and while participating in a career and technical education program.	**Xello's comprehensive plan our students will receive career guidance and information. A representative of CareerSource and JaxUSA serve on our Leadership Team. By hiring a Career Coach, our agency will be able to assist students in a more directive measure and to work closer with these agencies.**

Section 4. Continuous Academic Improvement and Academic Integration

A. Promote and Support the Continuous Academic Improvement and Integration

Eligible recipients must respond to the narrative questions in Part 4-A.

		Response
i.	Describe how your agency will promote continuous improvement in academic achievement of students in career and technical education programs through rigorous standards for the academic and technical skill components of the program.	**Baker County School District will promote continuous improvement in academic achievement for students in career and technical education programs by providing training for our CTE teachers in the integration of academics with technical skills into their programs. CTE teachers will be trained in ways to implement academic skills into their curriculum. We also encourage CTE teachers and students to participate in Career and Technical Student Organizations, which we believe promotes leadership and employability skills. Skills such as public speaking, writing, running for office are all skills that promote learning.**
ii.	Describe how your agency will support the integration of academic skills into your CTE secondary programs in the 2024–2025 program year.	**Baker County School District will continue to support academic integration in CTE courses by providing additional professional development to our teachers as well as utilizing data chats to gain a greater understanding of students' strengths and weaknesses.**

Section 5. Equity and Access for Special Populations

A. Activities Related to Equity and Access for Special Populations as Defined in the Perkins V Act.

Eligible recipients must respond to the narrative questions in Part 5-A.

Describe how your agency will:

	Response
i. Describe how your agency will provide activities to prepare special populations for high-skill, high-wage, or in-demand industry sectors or occupations that will lead to self-sufficiency.	**Members of the guidance staff and the MTSS team serve on our CTE Leadership team and will serve as liaisons for our special populations. Our team will work to assist underserved populations to become involved in CTE programs and help promote opportunities for them to be successful. We are seeking ways for each program to be aligned with occupations and post-secondary opportunities within our region that will enable students to be employed at high-skill, high-wage, and in-demand jobs. We will work with our Chamber president, CareerSource, JaxUSA, FGC, FSCJ and local businesses to provide activities for students to explore various career options and work-based learning.**
ii. Describe how your agency will prepare CTE secondary participants for non-traditional fields.	**Our district will participate in Construction Days and Career and Educational Fairs provided by local industries and post-secondary institutions in hopes of students discovering non-traditional career options. Our Middle School Orientation to Career Clusters will also allow students to research a variety of careers within each of the 16 career clusters. As we establish a spectrum of work-based learning opportunities that span from Middle School to graduation, students will have access to hear guest speakers, tour facilities, and experience job-shadowing or internships to learn more about career fields in the program they choose.**

iii.	Describe how your agency will provide equal access for special populations to career and technical education courses, programs, and programs of study.	**All students will be encouraged to choose a career pathway that suits their skills and interests. It is a goal that all students have access to programs and career information that they select.**
iv.	Describe how your agency will ensure that members of special populations will not be discriminated against based on their status as members of special populations in the 2024–2025 program year.	**Baker County School District works hard to provide equal access and avoid discrimination of any student. We want our students to be successful and we recognize that "we are only as strong as our weakest link". We will continue to support our students and work to eliminate barriers they encounter in order provide them with the best education possible. We will continue to find ways to improve our recruiting efforts as well as improving our connections to post-secondary education and employment opportunities for our students.**

Section 6. Opportunities for Work-Based Learning

A. Activities Related to Work-Based Learning Opportunities.

Eligible recipients must respond to the narrative questions in Part 6-A.

	Response
i. Describe how your agency will provide work-based learning opportunities to students participating in your CTE secondary programs and the types of opportunities that will be available.	**Baker County School District will continue to provide a spectrum of work-based learning opportunities to students in our CTE secondary programs beginning in our Middle School career courses and moving through each program of study. We will be utilizing guest speakers, tours of businesses and colleges, Construction Days and career fairs, hands-on activities with the course curriculum, and clinical or on-the-job experiences for students. Each program will be challenged to promote students obtaining a post-secondary credential and exploring opportunities for students to work or job-shadow at local businesses. At the high school level, CTE teachers will document all work-based learning that students participate in.**
ii. Describe how your agency will work with representatives from local businesses/industry to develop and/or expand work-based learning opportunities for CTE secondary students in the 2024–2025 program year.	**Using our CTE advisory boards, each program will work to develop or expand the work-based learning opportunities for their students. By improving communication with local businesses by having them serve on our advisory boards, we hope to provide students with more opportunities. Many programs currently have work-based learning opportunities for students; however, we have discovered that most students want to go to work wherever they can find a job. Students will be encouraged to find employment that relates to their CTE program if they are assigned to OJT courses.**

Section 7. Opportunities for Postsecondary Credit for Secondary Students

A. Activities Related to Postsecondary Education

	Response
Describe how your agency will provide students participating in CTE programs with opportunities to gain postsecondary credit while attending high school, such as through dual or concurrent enrollment or early college high school in the 2024–2025 program year.	**Baker County School District currently partners with Florida Gateway College, Florida State College of Jacksonville, University of North Florida and North Florida Technical School. Each of these post-secondary institutions provide opportunities for our students to gain postsecondary credits, however many of these opportunities are not realized by the majority of our student population. It is our goal to promote these articulations agreements and find ways to motivate students to take advantage of these opportunities. We have also found that many of our economically disadvantaged and our minority groups are not enrolling in dual enrollment courses. It is our priority to provide qualifying tests, such as the ACT, SAT, or Pert for these students on campus and free of charge. We are working to provide more opportunities for career dual enrollment in programs that do not currently offer these opportunities. Currently, we host a Pharmacy Tech program through Florida State College of Jacksonville on our campus for students who do not have the ability to attend this program on a college campus. Students who take industry certifications that are state articulated are encouraged to take their certificate to the school of their choice upon graduation to receive college credits.**

Section 8. Support for CTE personnel

A. Activities Related to Support for CTE Personnel

	Response
i. Describe how your agency will coordinate with institutions of higher education to support the recruitment, preparation, retention, and training — including professional development — of teachers, faculty, administrators, school counselors and other guidance personnel (career advisors), specialized instructional support personnel and paraprofessionals, particularly those taking alternative routes to certifications.	**Baker County School District currently works with the NorthEast Florida Educational Consortium to provide teachers who are not education majors with an alternative route to certification using the Professional Development Certification Program (PDCP). We also work closely with the surrounding post-secondary institutions to find new recruits for teaching and staff positions. Our Teacher Cadet program also helps us to "grow our own" teachers and paraprofessionals. With the new legislation, we plan to work on a Teacher Apprentice program within our district. Professional Development opportunities are also provided for teachers, counselors, paraprofessionals and administrators through NEFEC and many of our faculty and staff take advantage of these training courses. Discussions will be held with the post-secondary institutions about working together to provide professional develop.**
ii. Describe how you will identify and support those underrepresented in the teaching profession.	**Baker County is a rural district and often it is very difficult to recruit qualified instructors for specialized programs. We have developed a new teacher training that provides a mentor to assist new teachers and staff members. We also provide opportunities for new teachers to attend training with other new teachers in and outside of our district through NEFEC. CTE teachers are encouraged to on-lines modules/ classes for in-service training through FACTE. The disparities that exist are not due to the lack of recruitment or training effort on the district's part.**

Section 9. Performance of Special Populations and Subgroups

A. Activities Related to Performance of Special Populations and Subgroups

	Response
Describe how your agency will address disparities or gaps in performance in special subpopulations and subgroups in each year of the plan, and if no meaningful progress is achieved prior to the third program year, describe additional actions that will be taken to eliminate such disparities or gaps in the 2024–2025 program year.	**Our district has recognized an opportunity gap that exist for black students and economically disadvantaged students throughout our district. This gap is evident in the results of state assessments as well as the Perkins data. Our district has been working on discovering where this gap begins and how to close the gap for these students. The reading scores of these two subpopulations has been and will continue to be a key area for our district to address. Utilizing professional development for our teachers and expanding work-based learning opportunities for our students will enhance student learning and hopefully break down the barriers and close the educational gap between these students and the general population. The CTE leadership team works closely with the graduation coach in identifying struggling students and help them meet their challenges. We plan to provide opportunities for these subpopulations to take and earn college ready scores in order to participate in dual enrollment. We plan to provide tutoring in deficient areas to help these students gain opportunities.**

Section 10. Accountability and Program Improvement

	Response
Describe the agency's data management information system and practices related to tracking student outcomes, maintaining quality of the data, data privacy, continuous monitoring of program performance, and the ability to identify and quantify any disparities or gaps in performance especially with regard to special populations.	**Our MIS department utilizes Skyward to track student outcomes, including grades, test scores and industry certifications attained. We are working with NEFEC to utilize Power BI, which is a data system that identifies early warning signs for struggling students. The Guidance Counselors are working to develop a systematic way to enter the required data and utilize the results to benefit students. Through both systems pertinent data will assist in monitoring disparities and gaps in performance.**

Section 11. Support for Reading/Strategic Imperatives (FDOE Requirement)

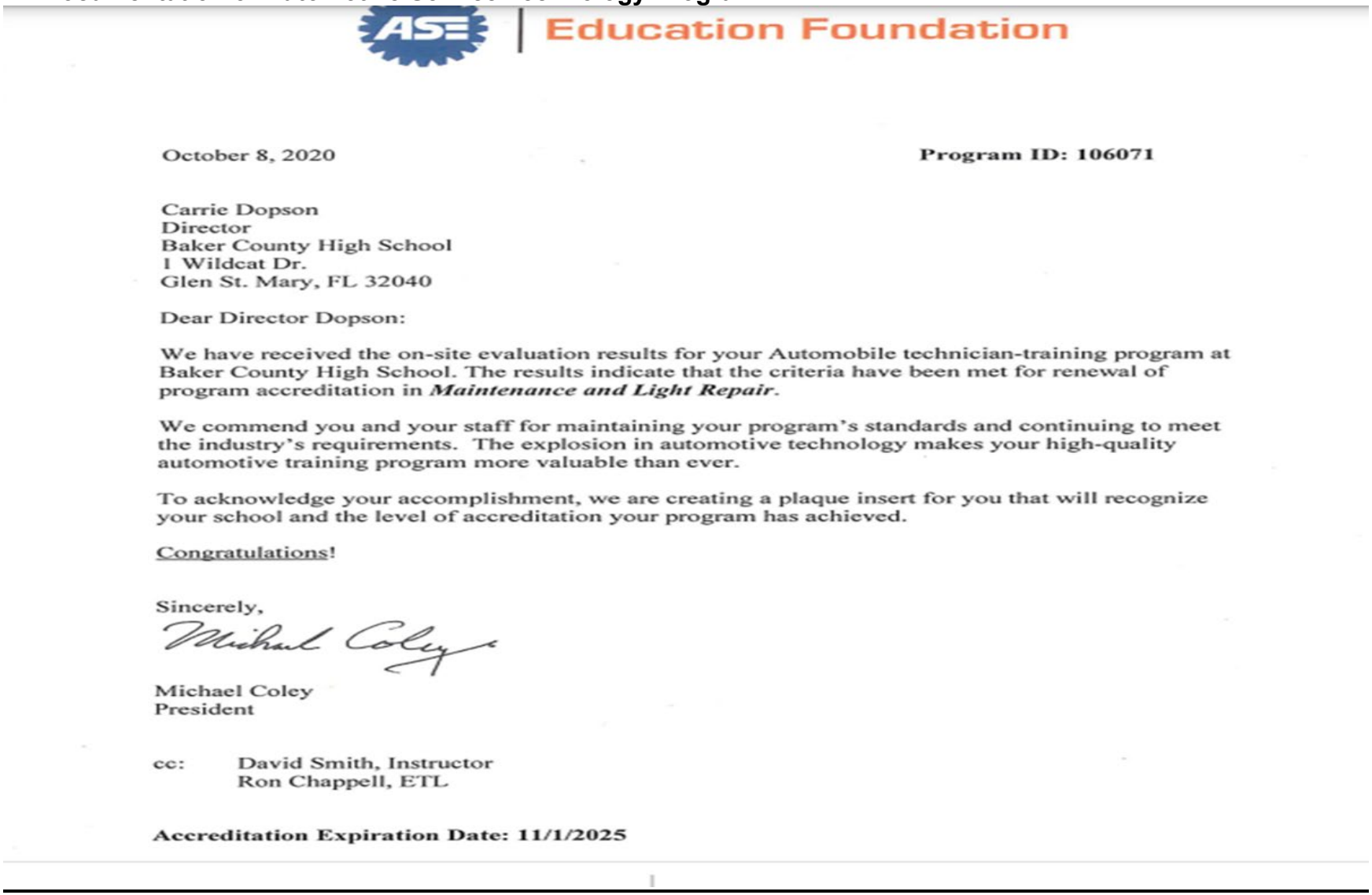
A. Activities Related to Reading and Strategic Imperatives Included in the State Board of Education's K–20 Strategic Plan

	Response
Describe how the project will incorporate one or more of the Goals included in the State Board of Education's K–20 Strategic Plan. URL: http://www.fldoe.org/policy/state-board-of-edu/strategic-plan.stml.	**The Baker County Career and Technical Education will address at least 2 or the 4 goals listed in the State Board of Education's Strategic Plan, goal 1 – Highest student achievement and goal 3- skilled workforce and economic development. Each of our CTE programs will integrate academic learning into their curriculum (goal 1, measure 5), help promote high school completion (Goal 1, measure 7 &8) and strategize to transition students to post-secondary options, including post-secondary education, apprenticeships, employment and /or military. We will work to**

	increase our number of graduates, especially those in our subpopulations, and help to ensure that our graduates are workforce ready. Baker County High School has added Ready to Work modules and testing for all students participating in the OJT program. We believe that this program helps prepare students for the workplace. **Baker County High School and Middle School are given data, which is included in goal 3, measure 3 – Increasing the number of graduates who have obtained an industry certification. The CTE Director and CTE guidance counselor will work with instructors, posts-secondary institutions, and business partners to ensure the industry certifications and program curriculum aligned with the updated industry standards and are meaningful to our region.** **Baker County School District believes that every student should be engaged in a career and technical program and can do industry certifications and dual enrollment. We believe this will improve their abilities to be successful either in the workforce or in post-secondary institutions. We are also working to increase the number of students who participate in computer science courses/programs in our district (goal 3, measure 4).**

Section 12. Notice Regarding Automotive Service Technology Education Programs (State Requirement)

A. Documentation of Automotive Service Technology Program



ASE | Education Foundation

October 8, 2020 **Program ID: 106071**

Carrie Dopson
Director
Baker County High School
1 Wildcat Dr.
Glen St. Mary, FL 32040

Dear Director Dopson:

We have received the on-site evaluation results for your Automobile technician-training program at Baker County High School. The results indicate that the criteria have been met for renewal of program accreditation in ***Maintenance and Light Repair***.

We commend you and your staff for maintaining your program's standards and continuing to meet the industry's requirements. The explosion in automotive technology makes your high-quality automotive training program more valuable than ever.

To acknowledge your accomplishment, we are creating a plaque insert for you that will recognize your school and the level of accreditation your program has achieved.

Congratulations!

Sincerely,

Michael Coley
President

cc: David Smith, Instructor
Ron Chappell, ETL

Accreditation Expiration Date: 11/1/2025

Section 13. Federal Programs — General Education Provisions Act (GEPA) (Federal Requirement)

A. Description of Process to Ensure Equitable Access

Eligible recipients must respond to the narrative question in Part 13-A.

	Response
For the fiscal year 2024–2025, provide a concise, one-page description of the process to ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. For details, refer to URL: http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf.	**In compliance with the Improving America's Schools Act of 1994, the Baker County School District ensures equitable access to, and equitable participation in the Florida Integrated Career and Academic Preparation System project for students, teachers and other program beneficiaries with special needs. Barriers such as gender, race, national origin, color disability, or age do NOT impede equitable access or participation. Steps to ensure equitable access to participation in the Baker County Career and Technical programs include:** i. Distribution of printed materials about the program to all eligible participants and information dissemination through social media. ii. New releases provided to all eligible participants via local print press, district websites, and social media; iii. Specialized outreach to targeted, underserved groups to encourage their enrollment and participation; and provision of an in-class tutor, if needed for speakers of other languages, and general acceptable accommodations for students with disabilities.

Section 14. Budget Narrative Requirements and Secondary CTE Assurances Form

A. Complete Budget Narrative DOE 101 Form and Secondary CTE Assurances Form

Eligible recipients must complete both items listed above in Part 14-A.

Budget Narrative Guidelines: (Local Plan Applications)

All eligible recipients' budget line items will be evaluated and approved based on the CLNA results and written narrative in the local application to support direct alignment of the CLNA results to the proposed budget expenditures.

Perkins V allows eligible recipients to use funds to develop, coordinate, implement, or improve career and technical education programs to meet the needs identified in the comprehensive local needs assessment.

Therefore, all budget narrative line items must be aligned with the 2024–2025 CLNA priorities and needs addressed in the narrative sections of this RFA. This information is significant as it relates to how eligible recipients will be allowed to support CTE program costs with Perkins V funds.

i. Eligible recipients must complete and submit a signed **Secondary CTE Assurances Form**. This form is located in the attachments section of this RFA.
ii. Eligible recipients must complete and submit the **Budget Narrative Form, DOE 101**, located in the Secondary **CLNA and Budget Excel Workbook.**
iii. Budget Narrative must align with the following:
    a. (Sec. 134) Comprehensive Local Needs Assessment Results
    b. (Sec. 135) Requirements for Uses of Funds and
    c. (Sec. 135) Size, Scope, and Quality to be effective.

ATTACHMENT C

File # and Type	Item	Applicant Provide page #s for items listed
PDF File	**Attachments**	**Page Number(s)**
Submit as PDF File #1	DOE 100A, Project Application — with original signature or electronic signature	1
	Program of Study Template	2
	2024–2025 Secondary CTE Assurances Form	3-6
Word Document File	**Narrative Sections**	**Page Number(s)**
Submit as Word Document File #2	Section 1. Comprehensive Local Needs Assessment and Stakeholder Engagement	7-28
	Section 2. Primary Program of Study and CTE Secondary Programs for 2024–2025	29-32
	Section 3. Career Exploration and Guidance	33-34
	Section 4. Continuous Academic Improvement and Academic Integration	34
	Section 5. Equity and Access for Special Populations	35-36
	Section 6. Opportunities for Work-Based Learning	37
	Section 7. Opportunities for Postsecondary Credit for Secondary Students	38
	Section 8. Support for CTE personnel	39
	Section 9. Performance of Special Populations and Subgroups	40
	Section 10. Accountability and Program Improvement	41
	Section 11. Support for Reading/Strategic Imperatives (FDOE Requirement)	41-42
	Section 12. Notice Regarding Automotive Service Technology Education Programs (State Requirement)	43
	Section 13. Federal Programs — General Education Provisions Act (GEPA) (Federal Requirement)	44-45
	Application Checklist – must be last page of the Word Document File	46
Excel File	**Postsecondary Grant Application CLNA and Budget Excel Workbook**	
Submit as Excel File #3	Program Needs Assessment	
	DOE 101 Budget Narrative Form (with Instructions)	
	Projected Equipment Purchases Form (with Instructions)	

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Perkins V 2024–2025
District Secondary CLNA and Budget Workbook
Florida Department of Education

Governor: Ron DeSantis

Commissioner: Manny Diaz, Jr.

2024–2025 CLNA Program Summary	Agency Name Please do NOT forget this step. (Drop-down Menu)	Agency Number (Auto-populates)	WDA (Auto-populates)	Last Update
District Secondary	Baker County School District	020	8	03/13/24

Reference Lines

Reminder: Please do not modify this worksheet. If needed, contact the Perkins team and use the comments field. Select print area before printing this worksheet.

Program

District Secondary: Use program number.
Complete for both funded AND non-funded programs that are eligible for Perkins V funding. Programs not eligible for Perkins V, which are automatically marked with a red strikethrough, may be omitted as they are not relevant to Perkins V.

Labor Market Alignment (LMA)

Fundable: One primary or two secondary sources.
Red strikethrough if SOC code not matched to the program number. Auto-populated cells for primary options #1–3 remain **blank** if SOC code not found for the primary source. Red strikethrough if secondary source answers are not different.
Do not copy-and-paste over auto-populate or drop-down fields. May press "delete" or "backspace" to clear a drop-down field if needed.
Gray cells do not require a response.

Size, Scope, & Quality (SSQ): High School

Fundable: Provide a response in each column.
Second column may be answered with "N/A." You may copy-and-paste over text or text/# fields only.
SSQ turns green if all columns have a response. Gray cells do not require a response.

Middle School

Fundable: Must respond in both columns.
Middle School courses optional but encouraged.Gray cells indicate program is not a Perkins-eligible middle school program and, therefore, do no require a response. Cells will turn green if both columns are completed.

Program of Study

Agency must have at least one program of study, meaning that in at least one row, these columns must be valid/green. In other rows, this set of columns may be completed, partial, or blank as appropriate.

Fundable/ Nonfundable Programs

Required: Agency must answer. FDOE will review whether the row has been correctly completed.
Must meet LMA, SSQ requirements to be "Yes." Middle School: Must have answers to both middle school columns.

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Response Line	Agency Number Select agency name from the drop-down menu at top of PNA. (Auto-populates)	Agency Name Select agency name from the down menu at top of PNA. (Auto-populates)	Secondary Program Number High School or Middle School, strikethrough for invalid or ineligible entries. (Text/# Field)	Standard Program Name (Auto-populates)	SOC Code Strikethrough if no alignement with Program Number. Not all but most programs will have a SOC code. Use Crosswalk sheet. (Text/# Field)	Primary Source Option #1: State Demand Occupation List Must type SOC Code into Column F. (Auto-populates)	Primary Source Option #2: Regional Demand Occupation List Must type SOC Code into Column F. (Auto-populates)	Primary Source Option #3: Enterprise FL (Tech4Ed) or FDAC Must type Program Number into Column D. (Auto-populates)	Primary Source Option #4: Local (Drop-down Menu)	Secondary Source #1 (Leave blank if N/A) (Drop-down Menu)	Secondary Source #2 Must be Different from #1. Leave blank if N/A. (Drop-down Menu)	Sites Meeting "Size" Standard Identify the high school(s) or other sites (including virtual) where the program will offer at least 3 courses (or 2 courses for 2-course programs). (Text/# Field)	Sites with Fewer Courses Do not leave blank (answer N/A if needed). Identify the high school(s) or other sites, including virtual, where the program WILL NOT offer at least 3 courses (or 2 courses for 2-course programs). (Text Field)	Experiential Learning List one or more experiential learning opportunities (e.g., WBL opportunity or capstone experience.) If a course, include course number. If the program provides opportunities for CTSO participation, list the CTSOs. (Text Field)	Business, Industry Engagement List one or more ways business and industry will be engaged in the operations of the program. (Text Field)	Industry Credentials List the industry-recognized credential students may earn in the program. (Text Field)	Program Introduction Identify one or more 9–12 Career Preparatory or Technology Education Programs that will be introduced by the middle-grades exploratory course. (Text Field)	Sites Where Available Identify one or more high schools, or other instructional sites including virtual, where the program will be available. (Text Field)	Aligned Program If part of a fully compliant program of study, list the primary aligned postsecondary clock-hr or college-credit program. (Drop-down Menu)	Primary Accelerated Credit Opportunity Required for compliant Programs of Study. (Drop-down Menu)	Fundable? Please do not leave blank. (Drop-down Menu)	Optional: Comments (Text Field)
1	020	Baker County School District	8005100	Technical Agriculture Operations	452091			Yes					Baker County High School	Work-based Learning;CTSO- FFA	Advisory Board; Guest speakers; job fairs; tours of facilities assisting with competitions	FLFBR001; FLFBR004; FLFBR007; FLFBR009	Orientation to Agriscience and Career Planng 8100110	Baker County High School	Agribusiness Management	Statewide Articulation Agreement	Yes	
2	020	Baker County School District	8121600	Horticulture Science and Services	371012	Yes	Yes						Baker County High School	Work-based Learning;CTSO- FFA	Advisory Board; Guest speakers; job fairs; tours of facilities; assisting with competitions	FLFBR001; FLFBR004; FLFBR007; FLFBR009	Orientation to Agriscience and Career Planng 8100110	Baker County High School	Agribusiness Management	Statewide Articulation Agreement	Yes	
3	020	Baker County School District	8106800	Agritechnology	194011			Yes					Baker County High School	Work-based Learning;CTSO- FFA	Advisory Board; Guest speakers; job fairs; tours of facilities; assisting with competitions	FLFBR001; FLFBR004; FLFBR007; FLFBR009	Orientation to Agriscience and Career Planning 8100110	Baker County High School	Agribusiness Management	Statewide Articulation Agreement	Yes	
4	020	Baker County School District	9504100	Automotive Maintenance and Light Repair	493023	Yes	Yes						Baker County High School	Work-based Learning; CTSO - SkillsUSA	Advisory Board; Guest speakers; job fairs; assisting with competitions	NIASE079; NIASE085; FLADA001	Orientation to Career Clusters 8000400	Baker County High School	Automotive Maintenance and Light Repair Technician	Local Articulation Agreement	Yes	
5	020	Baker County School District	8301100	Business Management and Analysis	111021	Yes	Yes						Baker County High School	Work-based Learning: CTSO - FBLA	advisory Board; Guest speakers; job fairs; On-site jobs with UF Shands Jax Physicians and Florida Blue assisting with competitions	INTUT001; INTUT002; INTUT003;KNOWL002	Digital Information Technology 8207310	Baker County High School	Business Administration	Statewide Articulation Agreement	Yes	
6	020	Baker County School District	8918000	Criminal Justice Operations	131041	Yes	Yes						Baker County High School	Work-based Learning	Advisory Board; Guest Speakers; Job Fair; Tours of facilities; assist with curriculum	FDMQA030	Orentation to Career Clusters 8000400	Baker County High School	Criminal Justice Technology	Dual Enrollment	Yes	
7	020	Baker County School District	8909000	Principles of Teaching	259041					Local Chamber of Commerce Letter of Support	Other Employer or Industry Assoc. Letter of Support		Baker County High School	Work-based Learning; CTSO - FEA	Advisory Board; Guest Speakers; tour of education programs; assist with curriculum; work-based learning with instructors	FLDOE004	Orentation to Career Clusters 8000400	Baker County High School	Early Childhood Education	Dual Enrollment	Yes	
8	020	Baker County School District	8727200	Electricity	472111	Yes	Yes						Baker County High School	Work-based Learning; CTSO - SkillsUSA	Advisory Board; Guest Speakers; Job Fair; Tours of facilities; assist with curriculum	NCCER010; NCCER038	Orientation to Career Clusters 8000400	Baker County High School	Building Construction Technology	Local Articulation Agreement	Yes	
9	020	Baker County School District	9005100	Digital Media Technology	151151					Local Chamber of Commerce Letter of Support	Other Employer or Industry Assoc. Letter of Support		Baker County High School	Work-based Learning; CTSO - FBLA	Advisory Board; Guest Speakers; tour Media education programs; assist with curriculum; work-based learning with instructor	ADOBE023; ADOBE024	Digital Information Technology 8207310	Baker County High School	Digital Media/Multimedia Technology	Local Articulation Agreement	Yes	
10	020	Baker County School District	8800500	Culinary Arts	119051	Yes	Yes						Baker County High School	Work-based Learning:	Advisory Board; Guest Speakers; Job Fair; Tours of facilities; work-based learning running a business	NRAEF003; NRFSP001	Orientation to Career Clusters 8000400	Baker County High School	Culinary Management	Statewide Articulation Agreement	Yes	
11	020	Baker County School District	8417210	Nursing Assistant (Acute and Long-Term Care)	311014					Local Chamber of Commerce Letter of Support	Other Employer or Industry Assoc. Letter of Support		Baker County High School	Work-based Learning: CTSO-HOSA	Advisory Board; Guest Speakers; work-based learning through clinicals; job fair	NATHA002; NATHA007; FDMQA002	Orientation to Career Clusters 8000400	Baker County High School	Nursing R.N.	Local Articulation Agreement	Yes	
12	020	Baker County School District	9003400	Applied Information Technology	151151					Local Chamber of Commerce Letter of Support	Other Employer or Industry Assoc. Letter of Support		Baker County High School	Work-based Learning; CTSO - FBLA	Advisory Board; Guest Speakers; tours of businesses and college programs; work-based learning with Tech team	COMPTIA018; KNOWL002	Digital Information Technology 8207310	Baker County High School	Computer Information Technology	Dual Enrollment	Yes	
13	020	Baker County School District	8720300	Building Construction Technologies	499071					Local Chamber of Commerce Letter of Support	Other Employer or Industry Assoc. Letter of Support		Baker County High School	Work-based Learning; CTSO - FBA	Advisory Board; Guest Speakers; tours of businesses; job fairs	HBINS002; HBINS003; HBINS004; HBINS005; HBINS006	Orientation to Career Clusters 8000400	Baker County High School	Building Construction Technology	Local Articulation Agreement	Yes	

FLORIDA DEPARTMENT OF EDUCATION

2024–2025 Perkins V Budget Narrative Form

Before completing, please review the Instructions & Example,
especially for the Account Title and Narrative.
Show all amounts in whole dollars only. Amounts should be in agreement with relevant sections of the DOE101.

TAPS Number	25B004
A)Name of Eligible Recipient/Fiscal Agent	Baker County School District
B)Project Number (DOE Use Only)	020-1615S-5CS01

(1)	(2)	(3)	(4)	(5)
Function	**Object**	**Account Title & Narrative**	**FTE Position**	**Amount**
5300	120	Salaries: CTE teachers extra duties hours to be used for professional development, collaboration and special events. CLNA Need (134): C1,C2,C5, E7, F1, F4, G1,G2, G3, G4, H3, H4, I1 Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 1D, 2A, 2E, 2H, 4A, 4B, 5K	0.10	$6,600
5300	210	**Retirement for CTE Teachers (@13.63%) CLNA Need (134): C1,C2,C5, E7, F1, F4, G1,G2, G3, G4, H3, H4, I1 Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 1D, 2A, 2E, 2H, 4A, 4B, 5K**		$900

5300	220	**FICA/Medicare for CTE teachers (@7.65%) CLNA Need (134): C1,C2,C5, E7, F1, F4, G1,G2, G3, G4, H3, H4, I1 Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 1D, 2A, 2E, 2H, 4A, 4B, 5K**		$505
	330	Travel: cost for transportation, meals, hotels registration fees and other expenditur es associated with traveling for the district. (FACTE, CTE Meetings andconference out of county, CLNA meetings, advisory board and articulation meetings) Travel will be reimbursed at the state rate. CLNA Need (SEc 134):C2,E3, E7,F1 Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 2H, 2I, 5D, 5L, 5M, 5O		$3,000
	350	**Repairs and Maintenance: expenditures for repairs and maintenance not provided by the school districgt on CTE equipment. (yearly maintenance and any repairs on culinary - descalling ice machine, repair icemaker; clean fryers and ovens, ag - repair fans in greenhouses, automotive equipment- repair lift; Repair of Middle School Animal pens) CLNA Need (Sec 134): C3, I4 Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 2C**		$5,600
	369	**Technology related rentals: licenses and fees for internet based subscriptions (iCEV, CTE certification licenses, Word Press licenses;safety program for Automotive; Middle School DIT licenses - Toonboom) CLNA Need (Sec 134): C8, G4, I1 Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 1A, 1E, 2F, 2G, 3, 5A**		$10,500
	510	**Supplies: expenditures for supplies for running CTE programs at the Middle School and High School. (Classroom supplies, CTE program fair supplies, CTE job fair supplies, CTE college night supplies, and other consumables used in CTE classrooms) CLNA NEED(Sec 134): I6 Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 1A, 1E, 5A, 5D, 5P**		~~$3,000~~ $3,242

	641	**Capitalized furniture, fixtures, and equipment: (Greenhouse for Middle School Ag program; Floral cooler for Middle School Ag program; C3 Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 5D, 5E**		$6,000
	642	**Non-Capitalized furniture, fixtures, and equipment: (Middle School Ag shed and locking storage cabinet, 2 wheelbarrows and outdoor trashcan; 4 heavy duty racks for Culinary; CLNA Need (134): C3, C7, C9, Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 5D, 5E**		$3,500
	643	**Capitalized computer harware and technology related infrastructure (over $750) (5 New Laptops for CTE teachers to replace ones that are not Windows 11 compatible; Interactive TV; 2 drones for Digital Media Technology program and AIT program) CLNA Need (134): C3, C7 Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 5D, 5E**		$10,145
	644	**Non-Capitalized computer hardware (under $750) (2 color printers for Middle School CTE teachers and 2 color printers for High School CTE teachers) CLNA Need (134): C3, C7 Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 5D, 5E**		$2,606
	730	**Dues and Fees: includes cost of industry certifications for CTE programs, professional registration dues (JaxUSA, FACTE dues) and training fees. CLNA NEED (Sec 134): C5, C8, H1 Program Numbers: 8005100, 8121600,8106800, 9504100, 8301100, 8918000, 8909000, 8727200, 9005100, 8800500, 8417210, 9003400 Required Use of Funds: 4B, 5A, 5C, 5F, 5S**		$3,700
	792	**Indirect Cost (6.2%) Plan B Sect. 135 Required Use of Funds: 6** 5% CAP		~~$1,944~~ $1,702
			C) TOTAL	**$58,000**

DOE 101, Sheet based on the May 2022 Form Update

Perkins V Local Program Improvement Plan, Program Year 2024–25
Three-Year Local PIP Form

Agency Name: Baker County School District

THREE-YEAR Program Improvement Plan for Measure: 2S1: Academic Proficiency in Reading Language Arts

Item A. Provide any information or data that may explain why the agency did not meet the 90 percent performance level for this indicator.

Response
Baker County High School had 61% of all CTE students score in the proficient range on the Reading Language Arts state assessment in 2022-2023. This is an improvement from 2021-2022 score of 60.83% and 2020-2021 score of 57.29%, but it is still below the state target of 71.50%. There are several contributing factors to the reading scores being lower than the state average. We went through a period when veteran English teachers were retiring, and new teachers were difficult to find. Many of our CTE instructors struggle with teaching reading strategies because they are from industry and prefer to teach hands on skills. These teachers have not been formally trained to work with struggling readers.

Item B. Describe the agency's goal(s) for improving performance on this measure, the specific actions to be taken to meet the goal(s), and how the agency will measure whether the goal(s) have been met.

Response
Baker County School District has implemented a Professional Development Plan for all teachers within our district. This plan began last school year and John Hattie's high leverage practices were taught throughout the school year. The goal was to improve Tier 1 instruction and assist teachers in data analysis to improve student assessment scores. For the 2024-25 school year, CTE instructors will be receiving separate training provided by Northeast Florida Education Consortium. These training courses will focus on innovative teaching strategies, effective practices, classroom management and engagement strategies. CTE teachers will meet three times during the school year with other CTE teachers from our region that teach in the same field. Our goal is to build partnerships across districts so teachers can share best practices. The CTE directors will also be trained by NEFEC trainers so that classroom walkthroughs and follow-up discussions can be held. Baker County CTE teachers will be provided classroom rosters with reading data on all struggling readers. We believe that our CTE teachers serve as

mentors for these students and with this knowledge they can encourage and support students to take active responsibility in their own learning.

Item C. Provide the name of the lead contact for each action item identified under response B.

Response
The CTE director, Carrie Dopson, is responsible for working with NEFEC to develop and implement the professional development plan for 2024-25 school year. **Anna Arnold from NEFEC is responsible for organizing the dates and trainers for the 3 professional development days.** **Carrie Dopson will be responsible for classroom walkthroughs after each training session and meet with instructors to provide feedback.** **Carrie Dopson and Peggy Hand (Career Coach) will pull data from Power BI to provide to CTE teachers at the beginning of school.** **CTE teachers will be responsible for mentoring flagged students on their rosters and making sure each student receives support for learning in other classrooms and afterschool.**

Item D. Project a date of completion for each action item identified under response B.

Response
Professional Development training will be implemented on the following dates: 10/3/2024, 1/30/2025, 3/12/2025. **Classroom walkthroughs and follow-up meetings will take place within a two-week period after each training session.** Data will be pulled and given to CTE instructors on August 6, 2024. Mentoring of students will be completed by June 2025.

Item E. Describe how this local program improvement plan was developed in consultation with appropriate agencies, individuals, and organizations.

Response
Baker County's CTE director has worked closely with the Northeast Florida Education Consortium to develop professional development specifically for Career and Technical Educators. The Administration at Baker County High School agrees that these instructors need training that relates to their fields and by working with NEFEC we can connect our instructors with other CTE instructors in our region. This will allow for a collaborative network to occur.

Item F. Describe any disparities in the performance of different categories of students using the data provided by the Division of Career and Adult Education and how those disparities will be addressed (Perkins V section 113(b)(3)(C)(ii)(II).

Response
According to the data provided by the Division of Career and Adult Education, Baker County has a large disparity between our races. The Asian and Native Hawaiian subcategories are at 100% in performance. This data is extremely high because there are very few students in these areas. The subcategories that make up most of our students are the white, Black or African American, Hispanic/ Latino and the Two or More races. All of these groups fall under the state target in performance. The Black or African American subcategory and the Hispanic/ Latino subcategory are the two main concerns scoring at 37.20% and 45.50% respectively. These two groups are challenged by socio-economic status, poverty in the homes, lack of education in the homes and language barriers. While many of these issues are beyond the scope of what the school district can impact, we believe that these disparities will be addressed through the professional development program. Teachers will be trained in how to meet students at their level.

Item G. Describe how budget allocations will be utilized to support the improvement goals and identify the funding source(s).

Response
NEFEC will provide the funding for the CTE instructor training and will be providing the funds for teacher travel to these events. Baker County will be supplementing these efforts through other grants.

Item H. In a thoughtful and professional response, discuss your previous two plans for improvement. You will need a copy of previous PIPs for reference (the first page of this form has guidance for locating these).

Required:

1. **A description of the plans.**
2. **A discussion of weaknesses of prior plans.**
3. **A discussion of strengths of prior plans.**

Recommended: Discuss what your agency learned while implementing these previous plans.

Response
Baker County has submitted program improvement plans for Reading Language Arts for the past several years. The 2022-23 plan was written based on the residual effects of Covid and high absenteeism experienced in our district. Our plan included bringing in a representative from Just Read Florida, Chris Chaplain, who worked with our instructors on reading strategies. The following year, our plan included training from district employees on the John Hattie high leverage practices. All of these efforts are good and even though we have not met the state target, we have seen improvements each year. As we look at our plans for the 2024-2025 school year, we want to learn from our mistakes and create opportunities for true growth. These previous plans have great training, but very little follow up. There is a commonly quoted statement that says, "We should inspect what we expect." If we do not follow up with walkthroughs, discussions, and feedback, our teachers will continue to do what they have always done and not truly grow in implementing strategies that encourage student engagement. If students are not engaged in the classroom, they are not truly learning. Another point of weakness in our plan is that the previous plans did not include individual student data given to our teachers. Many CTE teachers are not involved in discussion about struggling students or their data. We are hoping that this element will make an impact on our teachers and students. The strength of our previous plans are the training materials and the fact that we brought in specialist to assist us. Just Read Florida allowed Chris

Chaplain to come to our school throughout the year to conduct training and do walkthroughs. Our goal of building a collaborative network within our region will hopefully allow teachers to have an additional resource to assist in their development.

Item I. Required: Describe <u>specific changes</u> you will make to this year's PIP to improve performance. Include details.

Recommended: This is an opportunity to Identify any additional resources you will need, a brief timeline your agency will use to check its progress on this year's PIP, and ideas for additional resources, training, and collaboration that would help your agency.

Response
As described throughout this plan, our agency plan to implement a professional development plan for our CTE instructors that includes 3 different training days, networking with other districts, data driven discussions, more classroom walkthroughs and implementation of priority placed on student growth. The CTE director will present this plan and its priority to the CTE teachers at the beginning of school. Teachers will understand their responsibility and will receive their student data. Implementation of teaching strategies, student engagement strategies and reading strategies will be documented in the classroom walkthrough forms and individual discussions will be held with each CTE instructor. We also believe that by providing the student data to our instructors, they will be inclined to mentor the struggling students that are in their program. Our teachers care about their students and assist them in every way they can.

AGENDA ITEM NO. 8.7

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Blooklet.

ATTACHMENTS:
08.05.2024.Approval of Blooklet DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Blooklet.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

Access 4 Learning Community

Powered by SIF

Simple. Secure. Scalable. Standard.

Student Data Privacy Consortium

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

St. Johns County School District

and

Blooket LLC

Provider Name

Version: 1r7

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This document may only be used by A4L. Community members and may not be altered in any substantive manner.

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:

St. Johns County School District, located at 40 Orange St, St. Augustine, FL 32084 (the "**Local Education Agency**" or "**LEA**")

And Blooket LLC (Provider Name) located at 409 South Ridge Avenue, Middletown, DE 19709 (Street, City, State) (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 Box 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: Bruce Patrou Title: Chief Information Officer

Address: 40 Orange St., St. Augustine, FL 32084

Phone: (904) 547-3920 Email: Bruce.Patrou@stjohns.k12.fl.us

The designated representative for the Provider for this DPA is:

Name: Gregory D. Stewart Title: Managing Member

Address: 409 South Ridge Avenue, Middletown, DE 19709

Phone: (302)685-8682 Email: greg@blooket.com

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

LEA, St. Johns County School District

By: B.M. Patti Date: 8/29/2023

Printed Name: Bruce Patrou Title/Position: Chief Information Officer

Name of Provider

By: Date: 8/18/2023

Printed Name: Gregory D. Stewart Title/Position: Managing Member

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

Blooket LLC offers the educational website Blooket LLC for purchase by school districts. This agreement shall apply to such purchases by the school district of subcriptions to the website pursuant to agreements entered into by the parties by representatives with the express authority of parties to enter into such agreement.

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	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

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	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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

EXHIBIT "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

St. Johns 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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 8/18/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: greg@blooket.com

Blooket LLC

Name of Provider

BY: _____ Date: 8/18/2023

Printed Name: Gregory D. Stewart Title/Position: Managing Member

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between St. Johns County School Dist (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

St. Johns County School District

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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

Check those that apply	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

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act' s privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:

a) Engage in targeted advertising on the operator' s site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator' s site, service or application for K-12 school purposes.

b) Use covered information, including persistent unique identifiers, created, or gathered by the operator' s site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ... .

c) Share, sell, or rent a student' s information, including covered information ... .

2) An operator shall do all the following:

a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application... .

b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.

EXHIBIT "H"

Additional Terms or Modifications

Version 1

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)

The parties agree that Article IV shall be modified as follows:

"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 and upon receipt of a properly provided Exhibit D, 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" . Provider may retain data for legal purposes."

The parties agree that Article V, Section 2 shall be modified as follows:

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. The parties agree that the Provider, at its discretion, may substitute a recent audit report or certificate in lieu of such audit. The parties further agree that such audit will be limited to information which has not been restricted from disclosure by state, local or federal data privacy laws as well as agreements entered into by Provider with other school districts, LEAs, and other third parties. The parties agree that all costs for indemnifcation or reimbursement under this agreemnt shall be limited to the amount of the purschase of services under the original underlying agreement.

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 8/18/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: greg@blooket.com

Blooket LLC

Name of Provider

BY: _____ Date: 8/18/2023

Printed Name: Gregory D. Stewart Title/Position: Managing Member

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between St. Johns County School Dist

By: *Tyler Brim* Date: 2023-11-01

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tyler Brim

Title: Systems Support Specialist

Address: 32063

Phone: 904-259-6251

Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.8

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Omega Labs Inc. (Boom).

ATTACHMENTS:
08.05.2024.Approval of Omega DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Omega Labs Inc. (Boom).

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

School District of Indian River County

and

Omega Labs Inc. dba Boom Learning

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

School District of Indian River County (the "**Local Education Agency**" or "**LEA**"),located at 6500 57th Street, Vero Beach, FL 32967

And

Omega Labs Inc. dba Boom Learning, located at 9805 NE 116th Street, Ste 7198, Kirkland, WA 98034 (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 Box 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: Kerri Wall Title: Senior Instructional Technology Administrator

Address: 6500 57th Street, Vero Beach, FL 32967

Phone: 772-564-3042 Email: Kerri.Wall@indianriverschools.org

The designated representative for the Provider for this DPA is:

Name: Mary Oemig Title: Chief Executive Officer

Address: 9805 NE 116th Street, Ste 7198, Kirkland, WA 98034

Phone: 833-WOW-BOOM Email: legal@boomlearning.com

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

LEA, School District of Indian River County

District By: Kerri Wall Date:

Printed Name: Kerri Wall Title/Position: Senior Instructional Technology Administrator

Omega Labs Inc. dba Boom Learning

By: Mary Oemig (Oct 25, 2023 12:37 PDT) Date: October 25, 2023

Printed Name: Mary Oemig Title/Position: Chief Executive Officer

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 describedtherein.

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

Boom Cards teaching resources are cloud-resident and -served instructional-material mini-apps such as digital flash/task cards, quizzes, and interactive lessons.

The *Boom Learning* platform includes three elements: creation tools (provided at no charge to all users), data processing and reporting of student performance data (provide at a fee if more than 5 students), and storage for created Boom Cards mini-apps.

Educators create the instructional material mini-apps for personal use, use with colleagues, and/or for distribution (for a fee or no fee) via the Boom Learning Store or through third-party marketplaces.

Boom Cards may be assigned in ways that do not collect data or in ways that use the Boom Learning Reports feature to process and report student performance data.

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: *Platform, browser, build number*	☑
Application Use Statistics	Meta data on user interaction with application – *Last login*	☑
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data – please specify: *Formative and summative as assigned by the teacher*	☑
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries): *Educator to publishing public author feedback*	☑
Conduct	Conduct or behavioral data: *Only to the extent to which an Educator creates or assigns a Boom Cards resource that collects such information*	☑
Demographics	Date of birth	☐
	Place of birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐
	Other demographic information – please specify: *School location can be inferred from teacher's or student's email domain of school account*	☑
Enrollment	Student school enrollment	☐
	Student grade level – *can be inferred if Educator provides the information*	☑
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs – *possible to infer from Educator assigned content*	☑
	Year of graduation	☐
	Other enrollment information – please specify:	☐
Parent/Guardian Contact Information	Address	☐
	Email	☐
	Phone number	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐

Category of Data	Elements	Check if Used by Your System
Schedule	Student scheduled courses	☐
	Teacher names – *when provided by the Educators*	☑
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	☐
	Other indicator information – please specify:	☐
Student Contact Information	Address	☐
	Email – *Where the Educator uses an authentication method that supplies an email*	☑
	Phone	☐
Student Identifiers	Local (School District) ID number – *where included in student email address (we do not extract it)*	☑
	State ID number	☐
	Provider/App assigned student ID number	☑
	Student app username	☑
	Student app passwords - *encrypted*	☑
Student Name	First and/or Last – *yes as most Educators provide actual names; pseudonyms are allowed*	☑
Student In App Performance	Program/application performance (typing program – student types 60 wpm, reading program – student reads below grade level) – *yes if the Educator assigns using student performance collection; Educators may avoid by using only Fastplay assignments.*	☑
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires – *when an Educator assigns a Boom Cards mini-app that functions as a survey or questionnaire*	☑
Student Work	Student generated content (writing, pictures, etc.) – *short written answers; eventually, student created decks*	☑
	Other student work data – please specify: *fill in the blank, multiple choice, and other responsive choices*	☑
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/performance scores	☐
	Other transcript data – please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – please specify:	☐

Category of Data	Elements	Check if Used by Your System
Other	Please list each additional data element used, stored, or collected by your application: **Required data elements for Educators** • Email – a unique, valid email address • Username – a globally unique string • Password – any string; encrypted • Teacher Nickname – any string • Teacher name – must be a real name • Full address – if making a purchase • Browser and Operating System • Last login date and time **Optional data elements for Educators** "Classroom" data items are "optional" – they become required if an Educator uses data processing and reporting of student performance data features Classroom username – a globally unique string Classroom password – any string. This password is not stored encrypted, as it is only an access point. Classroom Nickname – any string e.g., "Kindergarten AM" or "Algebra" "Full address" info is required only for purchasing purposes **Required data elements for Students** Educators can add/delete/rename student accounts at will. Only Educators can reset forgotten student passwords. • Username – globally unique string; can be changed by student and Educator • Password – any string; can be changed by student and Educator; encrypted • Nickname – any string; can be changed by student and Educator; can be locked by Educator; may be pseudonymous or a named identifier • Last login date and time Schools shall supply identifiers that comply with the school's policies. If a school elects to use a third-party authentication service (such as Google or Microsoft Single Sign On), the school agrees that it may provide to Boom Learning the information required to authenticate students. The authenticator may deliver a persistent identifier, name, email address, and an avatar. **Collected student progress data elements** When students play lessons with progress reporting enabled, Boom Learning collects the following information: • Device info: (browser version, OS type) • Time spent • Student responses.	☑
None		☐

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

School District of Indian River County 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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **School District of Indian River County** ("Originating LEA") which is dated October 25, 2023, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: legal@boomlearning.com

Omega Labs Inc.dba Boom Learning

BY: Mary Oemig (Oct 25, 2023 12:37 PDT) Date: **October 25, 2023**

Printed Name: **Mary Oemig** Title/Position: **Chief Executive Officer**

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between Indian **River County SD** (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

BY:_____ Date:_____

Printed Name:_____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name:_____ Title: _____

Address: _____

Telephone Number:_____ Email:_____

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

Check those that apply	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

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
c) Share, sell, or rent a student's information, including covered information ....

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"

Additional Terms or Modifications

Version Omega Labs Inc. dba Boom Learning

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)

Article IV.6: Append to the end: If LEA does not use the self-help mechanism provided, Provider will delete Student Data from expired and non-renewed teacher accounts without notice according to the schedule in Provider's Information Security Plan, which is linked in its General Privacy Notice at https://wow.boomlearning.com/privacy.

Article VII.3 and **Exhibit C**: For the absence of doubt: The Boom Learning Terms of Service and Privacy Policy constitute the Service Agreement, combined with any approved, accepted, and fulfilled invoice. In the event of a conflicting term between the Service Agreement and the DPA, the DPA term will prevail.
Transfer

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and **School District of Indian River County** ("Originating LEA") which is dated October 25, 2023, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: legal@boomlearning.com

Omega Labs Inc.dba Boom Learning

BY: Mary Oemig (Oct 25, 2023 12:37 PDT) Date: **October 25, 2023**

Printed Name: **Mary Oemig** Title/Position: **Chief Executive Officer**

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between Indian **River County SD** (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION

By: *Tyler Brim* Date: 2024-01-31

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District
DESIGNATED REPRESENTATIVE OF LEA:
Name: Tyler Brim
Title: Systems Support Specialist
Address: 32063
Phone: 904-259-6251
Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.9

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Boddle Learning.

ATTACHMENTS:
08.05.2024.Approval of Boddle DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Boddle Learning.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

St. Johns County School District

and

Boddle Learning Inc

Provider Name

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

St. Johns County School District, located at 40 Orange St, St. Augustine, FL 32084 (the "**Local Education Agency**" or "**LEA**")

And

Boddle Learning Inc (Provider Name) located at 36 E Cameron Street, Tulsa OK 74103 (Street, City, State) (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 Box 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: Bruce Patrou Title: Chief Information Officer

Address: 40 Orange St., St. Augustine, FL 32084

Phone: (904) 547-3920 Email: Bruce.Patrou@stjohns.k12.fl.us

The designated representative for the Provider for this DPA is:

Name: Edna Martinson Title: Co-Founder

Address: 36 E Cameron Street, Tulsa OK 74103

Phone: (918) 246-6726 Email: edna@boddlelearning.com

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

LEA, St. Johns County School District

By: B. M. Patrou Date: 10-3-2023

Printed Name: Bruce Patrou Title/Position: Chief Information Officer

Boddle Learning Inc

Name of Provider

By: Date: 10/03/2023

Printed Name: Edna Martinson Title/Position: Co-Founder

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

Boddle Learning is a digital tool that blends math and other curriculum exercises with game-like features accessible on internet-connected devices. The platform includes a teacher and parent portal for progress monitoring.

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: no cookies used on student-facing game site	☑
Application Use Statistics	Meta data on user interaction with application	☑
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify: All assessment data pertains to in-game assessments	☑
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

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	☑
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☑
Parent/Guardian Name	First and/or Last	☑
Schedule	Student scheduled courses	☐
	Teacher names	☑
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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	☐
	Student course data	☐
	Student course grades/ performance scores	☐
	Other transcript data - Please specify: All course data pertains to in-game course performance	☑
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

St. Johns 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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 10/03/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: contact@boddlelearning.com

Boddle Learning Inc

Name of Provider

BY: _____ Date: 10/03/2023

Printed Name: Edna Martinson Title/Position: Co-Founder

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between St. Johns County School Dist (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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

Check those that apply	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

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
c) Share, sell, or rent a student's information, including covered information ....

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"

Additional Terms or Modifications

Version _____

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

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 10/03/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: contact@boddlelearning.com

Boddle Learning Inc

Name of Provider

BY: _____ Date: 10/03/2023

Printed Name: Edna Martinson Title/Position: Co-Founder

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between St. Johns County School Dist

By: *Tyler Brim* Date: 2023-11-01

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tyler Brim

Title: Systems Support Specialist

Address: 32063

Phone: 904-259-6251

Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.10

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with BrainPop.

ATTACHMENTS:
08.05.2024.Approval of BrainPop DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and BrainPop.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

The School Board of Lee Cc

and

BrainPoP LLC

Provider Name

Version: 1r7

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This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

The School Board of Lee County , located at 2855 Colonial Blvd., Fort Myers, Fl
(the "**Local Education Agency**" or "**LEA**")

And BrainPOP LLC located at 71 W 23rd St, 17th Fl New Y (the "**Provider**").
Provider Name Street, City, State

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 Box 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: James D. Short Title: ISA Director

Address: 2855 Colonial Blvd., Fort M

Phone: 239.337.8221 Email: JamesDS@leeschools.net

The designated representative for the Provider for this DPA is:

Name: Anna Friedman Title: Senior Director, Legal

Address: 71 W 23rd St, 17th Fl New York, NY 10010

Phone: 212-574-6000 Email: legal@brainpop.com

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

LEA, The School Board of Lee C

District By: Date: 2/6/24

Printed Name: James D. Short Title/Position: Director ISA

BrainPOP LLC

Name of Provider

By: Anna Friedman Date: 2/12/24

Printed Name: Anna Friedman Title/Position: Senior Director, Legal

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

Vendors/Providers - please list all applications you support that are in use at the District, describe what your application does and what grade levels and/or staff groups will access your software (as applicable).

Subscription to online educational content – BrainPOP, BrainPOP Jr., BrainPOP ELL, and BrainPOP Science in accordance with the terms of the underlying applicable LEA subscription to Provider's products and or services ("Subscription").

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	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

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	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☑
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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	☐
	Student course data	☐
	Student course grades/ performance scores	☐
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application: Students accounts can be created by the school, the district, or by the teachers, or the teacher can invite the students to create the accounts using a class code provided by the teacher. We collect students' full name, class, graduation year/grade, username, password and may collect student school email addresses and other teacher and student unique identifiers for certain single sign on services login integrations. Students will be able to store their activities, quizzes, movies and other projects they've created and correspondences with their teachers within their individual accounts. We collect student's voice-recording if they use the recording feature in Make-a-Movie®. Students cannot interact with other users outside their school or classroom subscription. Students' PII is not posted publicly. Student emails shall only be used for the purposes of providing login integration. We will not send emails to students, for any reason.	☑
None	For more information please see https://www.brainpop.com/about/privacy_policy 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

The School Board of Lee County 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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and The School Board of Lee C ("Originating LEA") which is dated 2/6/24 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

legal@brainpop.com

BrainPoP LLC

Name of Provider

BY: Anna Friedman Date: 2/12/24

Printed Name: Anna Friedman Title/Position: Senior Director, Legal

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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

Check those that apply	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

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator may not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ….
c) Share, sell, or rent a student's information, including covered information ….

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application….
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"

Additional Terms or Modifications

Version _____

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)

Article I: Purpose and Scope
Section 1 Purpose of DPA – Add: "The use of Provider's products shall be governed by the Terms of Use and Privacy Policy as posted on www.brainpop.com, as updated from time to time (collectively, "Service Agreement" or "Terms of Use")

Article II: Data Ownership and Authorized Access
Section 1 Student Data Property of LEA – Add: "Student Data shall not include de-identified or anonymous and aggregate information."
Section 3 Separate Account – Delete entirely as not applicable. There cannot be a separate account once the subscription is terminated or expired.

Article IV: Duties of Provider
Section 2 Authorized Use – Add: "Provider may provider personally identifiable information to Provider's partners, business affiliates, and third party service providers who work for Provider and operate some of its internal functionalities – these may include hosting, streaming and credit card processing services. Provider may share anonymous or de-identified information about its users when they are using third party web analytical tools, for tracking analytical information and for educational research purposes."
Section 4 No Disclosure – Add after the first sentence: ", or unless necessary to provide the Services."

Section 5 Use of De-identified information – Add after second sentence: "De-identified and anonymous information may also be used and shared with third party web analytical tools for tracking analytic information and for educational research purposes."

Section 6 Disposition of Data – Delete entirely and replace with: "LEA is in full control over the Student Data at all times through the administrator dashboard feature. LEA is able to delete student personally identifiable information at any time and in real time using the administrator dashboard. Once that information is deleted, it is deleted from Provider's servers – first from Provider's servers and then, after two weeks later, from any back-up server. If information was not deleted by the LEA before the subscription expired or terminated, Provider retains such information for a limited period of six (6) months after expiration or termination. Student classroom accounts and the student identifiable information within them are automatically deleted after six (6) months of inactivity - first from Provider's server and then, two weeks later, from any back-up server. At that point it cannot be restored."

Article V: Data Provisions

Section 2 Audits – Delete entirely and replace with the following: “The right to audit shall be subject to the following: LEA’s right to audit shall only apply to Provider’s financial books, records and documents that are directly related to the contract and to the LEA, and the number of audits shall be limited to no more than once per year. In lieu of a security and privacy audits, LEA may reasonably request a third party audit report from Provider no more than once per year.””

Section 4(3) – Replace “best practices” with “commercially reasonable practices” Add “applicable” prior to “federal and state law”

Article VII – Miscellaneous

Section 1 Termination through Section 2 Effect of Termination Survival – Delete “Service Agreement” and replace with “the applicable subscription”

Section 6 Governing Law; Venue and Jurisdiction – Add: “Notwithstanding the foregoing, any claim in connection with this DPA must first, and before taking any other legal action, be submitted to Provider in the form of a complaint (to: legal@brainpop.com), to enable the parties to resolve the claim in a friendly and effective manner. Notwithstanding the foregoing, Provider may seek injunctive or other equitable relief to protect its intellectual property rights in any court of competent jurisdiction.”

Exhibit C Definitions:

Educational Records: Add after last sentence: “Educational Records shall not include de-identified or anonymous and aggregate information.”

Student Generated Content: Add: “Student Generated Content does not include any portion of Provider’s intellectual property. Student Generated Content does not include de-identified or anonymous and aggregate information.”

Service Agreement: shall mean the Terms of Use and Privacy Policy as posted on www.brainpop.com, as updated from time to time.

Student Data: Add “personally identifiable” prior to “information in the student’s educational records” Delete “Student Data includes Meta Data.” Add “applicable” prior to “federal, state, and local laws and regulations”

Subprocessor: Add “direct” prior to “access”

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

and

_____

Provider Name

By: *Tyler Brim*
Printed Name: Tyler Brim

Date: 2024-07-11
Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District
DESIGNATED REPRESENTATIVE OF LEA:
Name: Tyler Brim
Title: Systems Support Specialist
Address: 32063
Phone: 904-259-6251
Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.11

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with CEV Multimedia.

ATTACHMENTS:
08.05.2024.Approval of CEV Multimedia DSA_T.Hill.pdf

Baker County Public Schools

Sherrie Raulerson, Superintendent of Schools

270 South Boulevard East, Macclenny, Florida 32063

Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and CEV Multimedia.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

102 SE Loop 289, Lubbock, TX 794

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

School District of DeSoto County

and

CEV Multimedia, LLC

Provider Name

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

School District of DeSoto County , located at 530 La Solona Ave, Arcadia, FL 34266
(the "**Local Education Agency**" or "**LEA**")

And

CEV Multimedia, LLC located at 1020 SE Loop 289, Lubbock, TX 79404 (the "**Provider**").
Provider Name Street, City, State

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 1020 SE Loop 28

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 Box 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: Marcus Allen Title: Executive Director of Business Services

Address: 530 La Solona Ave, Arcadia

Phone: 863-494-4222 Email: dot@desotoschools.com

The designated representative for the Provider for this DPA is:

Name: Steven Lubowicz Title: Chief Technology Officer

Address: 1020 SE Loop 289, Lubbock, TX 79404

Phone: 800-922-9965 Email: steven.lubowicz@icevonline.com

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

LEA, School District of DeSoto C

District By: Date: 09/21/2023

Printed Name: Marcus Allen Title/Position: Executive Director of Busine

CEV Multimedia, LLC

Name of Provider

By: Date: 9/21/2023

Printed Name: Bryce Moore Title/Position: VP of Business Operations

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. 102 SE Loop 289, Lubbock, TX 799404

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.

102 SE Loop 289, Lubbock, TX 79404

(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

Vendors/Providers - please list all applications you support that are in use at the District, describe what your application does and what grade levels and/or staff groups will access your software (as applicable).

iCEV is an online platform for delivering Career and Technical Education curriculum.
iCEV utilizes teacher licenses to access course content. Also, student licenses are available which allow students to log in to the system, view content, complete interactive activities, quizzes and assessments, as well as complete industry certification programs.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data CEV Multimedia, LLC	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify: Assessments completed on iCEV platform	X
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	x
	Student grade level	x
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify: Specific CTE courses enrolled and using iCEV	x
Parent/Guardian Contact Information	Address	☐
	Email	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	x
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	X
	Phone	☐
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	☐
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	☐
Student Survey Responses	Student responses to surveys or questionnaires	☐
Student work	Student generated content; writing, pictures, etc.	☐

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify: 102 SE Loop 289, Lubbock, TX 799404	☐
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/ performance scores	☐
	Other transcript data - Please specify: Course grades and data on iCEV	X
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.

102 SE Loop 289, Lubbock, TX

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

School District of DeSoto County 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: 102

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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and School District of DeSoto County (Originating LEA) which is dated _____ to any other LEA (Subscribing LEA) who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

bryce.moore@icevonline.com

CEV Multimedia, LLC

Name of Provider

BY: _____ Date: 9/21/2023

Printed Name: Bryce Moore Title/Position: VP of Business Operations

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between School District of DeSoto County (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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

Check those that apply	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 Florida

Version 1

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. 1020 This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ….
c) Share, sell, or rent a student's information, including covered information ….

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application….
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"

Additional Terms or Modifications

Version _____

102

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

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Scheel District of DeSoto 6 ("Originating LEA") which is dated _____ to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

bryce.moore@icevonline.com

CEV Multimedia, LLC

Name of Provider

BY: _____ Date: 9/21/2023

Printed Name: Bryce Moore Title/Position: VP of Business Operations

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be

By: *Tyler Brim* Date: 2023-11-01

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tyler Brim

Title: Systems Support Specialist

Address: 32063

Phone: 904-259-6251

Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.12

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Classic Learning Initiatives.

ATTACHMENTS:
08.05.2024.Approval of Classic Learning Initiatives DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Classic Learning Initiatives.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

Baker County School District

and

Classic Learning Initiatives, LLC

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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: Baker County School District

located at 392 South Blvd E, Macclenny FL 32063 (the "**Local Education Agency**" or "**LEA**") and

Classic Learning Initiatives, LLC , located at 73 Franklin Street, Annapolis, MD 214
(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: Tyler S. Brim Title: Systems Support Specialist

Address: 392 South Blvd E Macclenny FL 32063

Phone: 904-259-6251 Email: tyler.brim@bakerk12.org

The designated representative for the Provider for this DPA is:

Name: Noah Tyler Title: Chief Financial Officer

Address: 73 Franklin Street, Annapolis, MD 21401

Phone: 315-402-3767 Email: ntyler@clt.com

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

LEA Baker County School District

By: Date: 1/18/2024

Printed Name: Tyler S. Brim Title/Position: Systems Support Specialist

Classic Learning Initiatives, LLC

By: Date: 01/18/2024

Printed Name: Noah Tyler Title/Position: Chief Financial Officer

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

Provider shall deliver the CLT assessment and provide services to LEA related to the administration, scoring and reporting of the CLT assessment in accordance with the Service Agreement.

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	X
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	X
Enrollment	Student school enrollment	X
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	X
	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	X
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	X
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	X
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	X
	State ID number	
	Provider/App assigned student ID number	
	Student app username	
	Student app passwords	
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures, etc.	X

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	X Optional Self-Reported: GPA, SAT, ACT, PSAT
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

[**Insert Name of District or LEA**] 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:

Insert categories of data here

_____ 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:

Insert or attach special instructions

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By Enter Date

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Provider Date

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 Florida

Version _____

[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).]

NONE.

EXHIBIT "H"

Additional Terms or Modifications

Version _____

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

(See text for Exhibit H, attached separately.)

EXHIBIT "E"

GENERAL OFFER OF TERMS

1. OFFER OF TERMS

Provider offers the same privacy protections found in this DPA between it and **BAKER COUNTY SCHOOL DISTRICT** ("Originating LEA") which is dated Article V:, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

***Provider Name**

BY: Classic Learning Initiatives, LLC

Date: 1/18/2024

Printed Name: Noah Tyler

Title/Position: Chief Financial Officer

1. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the _____ and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

The School Board of _____County, Florida

BY: _____

Date:_____

Printed Name: _____

Title/Position: _____

SCHOOL DISTRICT NAME: THE SCHOOL BOARD OF _____ COUNTY, FLORIDA
DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: 2/6/24

Address: 2/12/24

Telephone Number: _____

Email:_____

EXHIBIT H

Additional Terms or Modifications to Standard Student Data Privacy Agreement

between Baker County School District and Classic Learning Initiatives, LLC

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

Section 3, Page 2. The first sentence is hereby deleted and the following inserted in lieu thereof:

"In the event of a conflict between the SDPA Standard Clauses and the Special Provisions, the Special Provisions will control.

Article II, Section 1. The following sentences are hereby deleted:

"All Student Data transmitted to Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of LEA."

"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 LEA."

Article IV, Section 2. This Section is hereby deleted in its entirety.

Article IV, Section 4. The following sentences are hereby deleted:

"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 nonpublic information or personally identifiable information contained in the Student Data other than as directed or permitted by LEA or this SDPA."

"Provider shall not Sell Student Data to any third party."

Article IV, Section 5. The following sentence is hereby deleted:

"Except for Subprocessors, Provider agrees not to transfer De Identified 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 LEA who has provided prior written consent for such transfer."

Article IV, Section 6. The following sentence is hereby deleted:

"Upon written request from LEA, Provider shall dispose of or provide a mechanism for 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 SDPA, if no written request from LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice."

Article IV, Section 7. The following sentence is hereby deleted:

"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 SDPA Services to LEA."

Article IV. The following is hereby inserted as a new Section 8:

"8. Notwithstanding anything in this DPA to the contrary, if a Student elects (either on a paper or electronic assessment or through the Student's account on the Provider's website) to have their Student Data provided to third parties, including colleges or universities, Provider's provision of such Student's Student Data to third parties for the purpose of connecting Students with colleges and universities shall not constitute a breach of this Agreement. "

Article V, Section 2. The first sentence is hereby deleted and the following inserted in lieu thereof:

"Following LEA's receipt of substantial evidence of unauthorized access to Student Data, 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."

Article V, Section 3. The following sentence is hereby deleted:

"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"."

Article VII, Section 2. This Section is hereby deleted in its entirety.

Exhibit D. Exhibit D is hereby deleted in its entirety.

Exhibit F. Exhibit F is hereby deleted in its entirety.

Exhibit G. Exhibit G is hereby deleted in its entirety.

AGENDA ITEM NO. 8.13

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with CodeHS.

ATTACHMENTS:
08.05.2024.Approval of CodeHS DSA_T.Hill.pdf

Baker County Public Schools

Sherrie Raulerson, Superintendent of Schools

270 South Boulevard East, Macclenny, Florida 32063

Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and CodeHS.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

St. Johns County School District

and

CodeHS

Provider Name

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

St. Johns County School District, located at 40 Orange St, St. Augustine, FL 32084 (the "**Local Education Agency**" or "**LEA**")

And CodeHS (Provider Name) located at 747 N LaSalle Dr #500 Chicago, IL (Street, City, State) (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 Box 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: Bruce Patrou Title: Chief Information Officer

Address: 40 Orange St., St. Augustine, FL 32084

Phone: (904) 547-3920 Email: Bruce.Patrou@stjohns.k12.fl.us

The designated representative for the Provider for this DPA is:

Name: Mary Duskwood Title: Director of Operations

Address: 747 N LaSalle Dr #500 Chicago, IL 60654

Phone: 415-889-3376 Email: hello@codehs.com

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

LEA, St. Johns County School District

By: B. M. Patr Date: 8-14-2023

Printed Name: Bruce Patrou Title/Position: Chief Information Officer

CodeHS

Name of Provider

By: Mary Duskwood Date: 8/1/2023

Printed Name: Mary Duskwood Title/Position: Director of Operations

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 describedtherein.

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

CodeHS provides web-based curriculum, teacher tools, and resources for teaching computer science.

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	☐
	Student class attendance data	☑
Communications	Online communications captured (emails, blog entries)	☑
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

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	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☑
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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

EXHIBIT "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

St. Johns 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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 8/1/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: hello@codehs.com

CodeHS

Name of Provider

BY: _____ Date: 8/1/2023

Printed Name: Mary Duskwood Title/Position: Director of Operations

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

St. Johns County School District

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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

Check those that apply	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

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
c) Share, sell, or rent a student's information, including covered information ....

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"

Additional Terms or Modifications

Version _____

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)

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 8/1/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: hello@codehs.com

CodeHS

Name of Provider

BY: Mary Duskwood Date: 8/1/2023

Printed Name: Mary Duskwood Title/Position: Director of Operations

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between

By: *Tyler Brim* Date: 2023-11-01

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tyler Brim

Title: Systems Support Specialist

Address: 32063

Phone: 904-259-6251

Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.14

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Coughlan Companies.

ATTACHMENTS:
08.05.2024.Approval of Coughlan Companies DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Coughlan Companies.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

DocuSign Envelope ID: 0C1B36B4-6A7B-46C8-B967-98A63C3AA29A





STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

St. Johns County School District

and

Coughlan Companies, LLC dba Capstone

Provider Name

Version: 1r7

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This document may only be used by A4L Community members and may not be altered in any substantive manner.

DocuSign Envelope ID: 0C1B36B4-6A7B-46C8-B967-98A63C3AA29A

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:

St. Johns County School District, located at 40 Orange St, St. Augustine, FL 32084 (the "**Local Education Agency**" or "**LEA**")

And

Coughlan Companies, LLC dba Capstone (Provider Name) located at 1710 Roe Crest Drive North Mankato, MN 56003 (Street, City, State) (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 Box 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.

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The designated representative for the LEA for this DPA is:

Name: Bruce Patrou Title: Chief Information Officer

Address: 40 Orange St., St. Augustine, FL 32084

Phone: (904) 547-3920 Email: Bruce.Patrou@stjohns.k12.fl.us

The designated representative for the Provider for this DPA is:

Name: Melissa Brodin Title: Director Contracts, Compliance, and Data Privacy

Address: 1710 Roe Crest Drive North Mankato, MN 56003

Phone: 800-747-4992 Email: mbrodin@capstonepub.com

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

LEA, St. Johns County School District

By: B. M. Patt Date: 8-14-2023

Printed Name: Bruce Patrou Title/Position: Chief Information Officer

Coughlan Companies, LLC dba Capstone

Name of Provider

By: DocuSigned by: Melissa Brodin 7F5901D79780AC5... Date: 08/11/2023

Printed Name: Melissa Brodin Title/Position: Director Contracts, Compliance, and Data Privacy

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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.

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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

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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

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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.

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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 describedtherein.

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

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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.

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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.

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EXHIBIT "A"

DESCRIPTION OF SERVICES

This Exhibit "A" applies to the following educational platforms and tools offered by Capstone:

Product Line A, referred to as Line A on Exhibit "B", Schedule of Data

PebbleGo (Including PebbleGo Next, PebbleGo Spanish, Read More)
Capstone Interactive
Capstone Connect

Product Line B, referred to as Line B on Exhibit "B", Schedule of Data

PebbleGo Create with Buncee
Buncee

PebbleGo. Capstone's unique database of educational curriculum with informational articles, ready-made activities, and literacy supports. PebbleGo Next incorporates a streamlined interface, animated highlighting, educational videos and games. PebbleGo Spanish provides Spanish modules, while Read More provides two read-aloud eBooks connected to each article in the PebbleGo Animals and Science modules. PebbleGo does not have individual student accounts, but rather a single building account shared by all students and educators which can be configured to support IP authentication. PebbleGo does not collect Student Identifiers such as Student Username, Student Password, Student Name, or Student Generated Content.

Capstone Interactive. Over 5,000 titles of interactive eBooks designed specifically for PreK-Grade 5. This product does not have individual student accounts, but rather a single building account shared by all students and educators which can be configured to support IP authentication. Capstone Interactive does not collect Student Identifiers such as Student
Username, Student Password, Student Name, or Student Generated Content.

Capstone Connect. Capstone's large online source of K-5 eBook bundles, nonfiction articles, and instructional support united by a single search. This product does not have individual student accounts, but rather a single building account shared by all educators which can be configured to support IP authentication. Capstone Connect is a platform for educators, and therefore does not collect Student Identifiers such as Student Username, Student Password, Student Name, or Student Generated Content.

PebbleGo Create with Buncee. As an add-on to PebbleGo, PebbleGo Create with Buncee is a creation tool that allows students, educators, and administrators to create and publish original and authentic content. This product does have individual student accounts which can be created by syncing Google Classroom roster data or Microsoft 365 roster data with PebbleGo Create, or manual upload via CSV.

Buncee. A K-12 creation and communication tool that allows students, educators, and administrators to create and publish original and authentic content. This platform is delivered through Buncee for Schools & Districts or Buncee Classroom. These products do have individual student accounts. Buncee for Schools & Districts accounts can be created by syncing Google Classroom or Microsoft 365 roster data with Buncee, or manual upload via CSV. Buncee Classroom accounts can be created by manual entry or manual upload via CSV.

The purpose of data processing is to allow Operator to provide the requested Services to the LEA and perform the obligations under the Contract. More specifically, for Line B products, the purpose of processing data is to enable school oversight and ensure appropriate structure and interaction within a school account. The processing of data enables the interaction, communication, creation and sharing within the classroom/school/district account; allows educators and/or administrators to monitor accounts, set permissions and deliver educational content; allows educators to differentiate and personalize a student's

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educational experience; and provides the administrator-educator-student hierarchy within the account. Operator requires data capture and use for the following reasons:

- To confirm the identity of students and educators/administrators
- To provide educational services and content
- To allow subscribers to create and manage classes, personalize and differentiate instruction, and monitor and assess student progress
- To allow subscribers to monitor and safeguard student welfare
- To allow subscribers to set creation and sharing permissions and privacies schoolwide
- To inform existing subscribers about feature updates, site maintenance, and programs/initiatives (does not include student subaccounts)

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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. Line A, Line B	☑
	Other application technology meta data-Please specify: Browser Agent, Line A, Line B	☑
Application Use Statistics	Meta data on user interaction with application Line A, Line B	☑
Assessment	Standardized test scores	☐
	Observation data	☐
	Other assessment data-Please specify:	☐
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries) Technical support, Line A, Line B	☑
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)	☐

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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	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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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 Line B	☑
	Student app username Line B	☑
	Student app passwords Encrypted, Line B	☑
Student Name	First and/or Last Full name not required, Line B	☑
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. Within their creations, Line B	☑

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

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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.

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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."

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EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

St. Johns 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:

Describe here or attach 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

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EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 08/11/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: privacy@capstonepub.com

Coughlan Companies, LLC dba Capstone

Name of Provider

BY: DocuSigned by: Melissa Brodin 7F5901D797804C5... Date: 08/11/2023

Printed Name: Melissa Brodin Title/Position: Director Contracts, Compliance, and Data Privacy

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between St. Johns County School Dist (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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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

Check those that apply	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

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EXHIBIT "G"

Supplemental SDPC State Terms for [State]

Version 1

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
c) Share, sell, or rent a student's information, including covered information ....

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

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EXHIBIT "H"

Additional Terms or Modifications

Version _____

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

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DocuSign Envelope ID: 0C1B36B4-6A7B-46C8-B967-98A63C3AA29A

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 08/11/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: privacy@capstonepub.com

Coughlan Companies, LLC dba Capstone

Name of Provider

BY: DocuSigned by: Melissa Brodin 7F5901D797804C5... Date: 08/11/2023

Printed Name: Melissa Brodin Title/Position: Director Contracts, Compliance, and Data Privacy

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between St. Johns County School Dist

By: *Tyler Brim* Date: 2023-11-01

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tyler Brim

Title: Systems Support Specialist

Address: 32063

Phone: 904-259-6251

Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.15

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Curriculum Associates.

ATTACHMENTS:
08.05.2024.Approval of Curriculum Associates_T.Hill.pdf

Baker County Public Schools

Sherrie Raulerson, Superintendent of Schools

270 South Boulevard East, Macclenny, Florida 32063

Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Curriculum Associates.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

ATTACHMENT A

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

The School Board of Flagler County

and

Curriculum Associates, LLC

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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: The School Board of Flagler County located at 1769 East Moody Blvd. #2 (the "**Local Education Agency**" or "**LEA**") and , located at Curriculum Associates, LLC 153 Rangeway Road, North Billerica, MA 01862 (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.
   - X☐ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H". (Optional)**
   - X☐ 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: Ryan Deising Title: Chief of Technology & Innovation

Address: 1769 Easy Moody Blvd. Bldg #2, Bunnell, FL 32110

Phone: 386-437-7526 Email: deisingr@flaglerschools.com

The designated representative for the Provider for this DPA is: Name: Geoffrey Baker Title: Associate General Counsel

Address: 153 Range Way Road, North Billerica, MA 01862

Phone: 800 225-0248 Email: legal@cainc.com

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

LEA The School Board of Flagler County

By: Ryan Deising Ryan Deising (Jul 17, 2023 14:47 EDT) Date: Jul 17, 2023

Printed Name: Ryan Deisin Title/Position: Chief of Technology & Innovation

Name of Provider Curriculum Associates, LLC

By: Date: 7/24/2023

Printed Name: Robert Waldron 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

Provider has granted the LEA limited, revocable, non-transferable licenses to access and use its online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading and related digital products. Provider shall also provide Professional Development services for i-Ready® Assessment & Personalized Instruction for Math and/or Reading as may be requested by LEA and set forth in one or more price quotes

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.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify: migrant status	X
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts/ health data	

Category of Data	Elements	Check if Used by Your System
	Student disability information	
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
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	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "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

[**Insert Name of District or LEA**] 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:

Insert categories of data here

__X__ 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:

Insert or attach special instructions

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____As soon as commercially practicable.

_____By _____

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Provider Date

EXHIBIT "E"

GENERAL OFFER OF TERMS

1. OFFER OF TERMS

Provider offers the same privacy protections found in this DPA between it and Flagler County Public Schools ("Originating LEA") which is dated July ___, 2023, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

Provider Name: Curriculum Associates, LLC

BY: _____

Date: July 3, 2023

Printed Name: Robert Waldron

Title/Position: Chief Executive Officer

1. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between Flagler County Public Schools and the Provider.

SCHOOL DISTRICT NAME: DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____

Email:_____

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)
X	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
X	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
X	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 Florida

Version _____

[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

THIS EXHIBIT "H" effective simultaneously with attached Student Date Privacy Agreement ("DPA") between The School Board of Flagler County, Florida, (the "Local Education Agency" or "LEA") and Curriculum Associates, LLC, (the "Provider") is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. The second WHEREAS CLAUSE is amended to add "the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98)" after "15 U.S.C. § 6501-6506 (16 CFR Part 312)".

2. Paragraph 3 on page 1 is deleted in its entirety and replaced with the following: In the event of a conflict between the DPA 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 Provider Terms of Service or Privacy Policy, the terms of Technology Master Service Agreement, and then this DPA shall control.

3. The last sentence of Article II, Paragraph 1 is amended as follows: Provider agrees that for purposes of this Agreement, it will be designated a "School Official," under the control and direction of the LEA as it pertains to the use of Student Data, with "legitimate educational interests" as those terms have been interpreted and defined under FERPA. If applicable, Provider may transfer student-generated content to a separate account, according to the procedures set forth below. Provider agrees to abide by FERPA and Fla. Stat. 1002.22 while performing its service for the LEA.

4. Article I, Paragraph 2 is amended to add the following: Indemnification. Provider shall indemnify, hold harmless, and defend the LEA and all of LEA's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Provider, third-parties, or subprocessor(s) related to Attachment A, Exhibit B (Schedule of Data), including but not limited to, failure to notify the SB of any additional students' PII collected and not updated by Provider in Exhibit B**.**

5. Article II, Paragraph 5 is deleted in its entirety and replaced with the following: 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 consistent with the terms of this DPA. Provider agrees to share the Subprocessors names and agreements with LEA upon LEA's request. For purposes of this DPA, Subprocessors shall not include Provider's cloud hosting provider and other vendors used in the ordinary

course of business who perform technology and software development and maintenance services on Provider's internal systems under Provider's supervision and do not have access to LEA Data.

6. Article III, Paragraph 1 is amended to add the following sentence: LEA will allow Provider access to Student Data necessary to perform the Services and pursuant to the terms of this DPA and in compliance with FERPA, COPPA, PPRA, and all other privacy statutes cited in this DPA.

7. Article IV, Paragraph 1 is amended to add the following sentence: The Parties expect and anticipate that Provider may receive personally identifiable information in education records from the District only as an incident of service or training that Provider provides to the LEA pursuant to this Agreement. The Provider shall comply with all applicable State and Federal laws and regulations pertaining to Student Data privacy and security, including FERPA, COPPA, PPRA, Florida Statutes Sections 1001.41 and 1002.22, and all other privacy statutes cited in this DPA. The Parties agree that Provider is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of the contract, Provider: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

8. Article IV, Paragraph 2 is amended to add the following sentence: Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

9. Article IV, Paragraph 4 is amended to read as follows:

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 De-Identified Data,, 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.

10. Article IV, Paragraph 5 is amended to read as follows:

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 that party agrees in writing not to attempt re-identification. 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.

11. Article IV, Paragraph 5 is deleted in its entirety and replaced with the following:

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.. 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 or data which may have been created and archived for disaster recovery purposes, which backup data shall be destroyed pursuant to Provider's data retention and destruction policies, consistent with industry standards. The LEA may employ a **"Directive for Disposition of Data"** form to Provider, 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"**.

12. Article IV, Paragraph 6 is deleted in its entirety and replaced with the following: Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, targeted advertising, or other commercial efforts by Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from generating legitimate personalized learning recommendations.

13. Article V, Paragraph 1 is deleted in its entirety and replaced with the following: 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. Provider shall not, without the express prior written consent of District: Transmit Student Data or PII to any Subprocessors located outside of the United States; distribute, repurpose or share Student Data or PII with any Partner Systems not used for providing services to the LEA; use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or

group of students for any commercial purpose [or for any other purposes]; use PII or any portion thereof to develop commercial products or services; use any PII for any other purpose other than in connection with the services provided to the LEA; and engage in targeted advertising, based on the Student Data collected from the LEA.

14. Article VII, is hereby amended to add Paragraph 10 as follows: **Assignment**. None of the parties to this DPA may assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other party to this DPA, except that Provider may assign this DPA in connection with the sale or transfer of all or substantially all outstanding assets or equity of Provider; provided, however, any assignee would be subject to the requirements of any privacy protections we have in place.

15. Article VII, is hereby amended to add Paragraph 11 as follows: **Click through**. Any "click through" terms and conditions or terms of use are superseded by the Technology Master Service Agreement and this DPA, and acceptance of the terms and conditions or terms of use through the "click through" do not indicate acceptance by the LEA.

16. Article VII, is hereby amended to add Paragraph 12 as follows: **Security Controls**. Security Controls. Provider represents and warrants that any software licensed hereunder shall not contain any virus, worm, Trojan Horse, tracking software or be capable of identifying non-approved users or tracking any approved user, or any undocumented software locks or drop dead devices that would render inaccessible or impair in any way the operation of the software or any other hardware, software or data for which the software is designed to work with.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE DPA, AS MODIFIED BY THIS EXHIBIT H, WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY AGREEING TO THE ADDITIONAL TERMS OR MODIFICATIONS SET FORTH HEREIN WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

Local Education Agency:

Ryan Deising
Ryan Deising (Jul 17, 2023 14:47 EDT)

Ryan Deising

Title: Chief of Technology & Innovation

Date: Jul 17, 2023

Provider: Curriculum Associates, LLC

By: Robert Waldron

Title: Chief Executive Officer

Date: July 3, 2023

EXHIBIT "E"

GENERAL OFFER OF TERMS

1. OFFER OF TERMS

Provider offers the same privacy protections found in this DPA between it and Flagler County Public Schools ("Originating LEA") which is dated July ___, 2023, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

Provider Name: Curriculum Associates, LLC

BY: _____

Date: July 3, 2023

Printed Name: Robert Waldron

Title/Position: Chief Executive Officer

1. Subscribing LEA

By: *Tyler Brim* Date: 2024-07-11

Printed Name: Tyler Brim Title/Position: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District

DESIGNATED REPRESENTATIVE OF LEA

Name: Tyler Brim
Title: Systems Support Specialist
Address: 32063
Telephone Number: 904-259-6251
Email: tyler.brim@bakerk12.org

COUNTY OF LEA: Baker

AGENDA ITEM NO. 8.16

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Delta Math.

ATTACHMENTS:
08.05.2024.Approval of DeltaMath DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and DeltaMath.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

St. Johns County School District

and

DeltaMath Solutions Inc.

Provider Name

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

St. Johns County School District, located at 40 Orange St, St. Augustine, FL 32084 (the "**Local Education Agency**" or "**LEA**")

And

DeltaMath Solutions Inc. (Provider Name) located at 2005 Palmer Ave #1094, Larchmont, (Street, City, State) (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 Box 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: Bruce Patrou Title: Chief Information Officer

Address: 40 Orange St., St. Augustine, FL 32084

Phone: (904) 547-3920 Email: Bruce.Patrou@stjohns.k12.fl.us

The designated representative for the Provider for this DPA is:

Name: Kayla Molina Title: Program Associate

Address: 2005 Palmer Ave #1094, Larchmont, NY, 10538

Phone: (917) 434-8916 Email: kayla@deltamath.com

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

LEA, St. Johns County School District

By: B. M. Patrou Date: 3/8/2023

Printed Name: Bruce Patrou Title/Position: CIO

DeltaMath Solutions Inc.

Name of Provider

By: Kayla M Date: 1/26/2023

Printed Name: Kayla Molina Title/Position: Program Associate

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 describedtherein.

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

Access to and use of deltamath.com, an online math teaching and learning platform, and the features of DeltaMath PLUS/INTEGRAL.

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	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

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	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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: Answers to Math Problems (comment will not print)	☑
Transcript	Student course grades	☐
	Student course data	☐
	Student course grades/ performance scores	☐
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application:	☐
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

EXHIBIT "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

St. Johns 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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated _____ to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: orders@deltamath.com

DeltaMath Solutions Inc.

Name of Provider

BY: Kayla M Date: 1/26/2023

Printed Name: Kayla Molina Title/Position: Program Associate

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

St. Johns County School District

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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

Check those that apply	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 _____

[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).]

None

EXHIBIT "H"

Additional Terms or Modifications

Version _____

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.

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated _____ to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: orders@deltamath.com

DeltaMath Solutions Inc.
Name of Provider

BY: Kayla M Date: 1/26/2023

Printed Name: Kayla Molina Title/Position: Program Associate

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be

By: *Tyler Brim* Date: 2024-07-11
Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District
DESIGNATED REPRESENTATIVE OF LEA:
Name: Tyler Brim
Title: Systems Support Specialist
Address: 32063
Phone: 904-259-6251
Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.17

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with eDynamic.

ATTACHMENTS:
08.05.2024.Approval of eDynamic DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and eDynamic.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

Access 4 Learning Community

Powered by SIF

Simple Secure Scalable Standard

Student Data Privacy Consortium

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

St. Johns County School District

and

eDynamic LP

Provider Name

Version: 1r7

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This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

St. Johns County School District, located at 40 Orange St, St. Augustine, FL 32084 (the "**Local Education Agency**" or "**LEA**")

And eDynamic LP (Provider Name) located at 1256 Main St., #256, Southlake, TX 76092 (Street, City, State) (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 Box 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: Bruce Patrou Title: Chief Information Officer

Address: 40 Orange St., St. Augustine, FL 32084

Phone: (904) 547-3920 Email: Bruce.Patrou@stjohns.k12.fl.us

The designated representative for the Provider for this DPA is:

Name: Maureen Ginley Title: General Manager

Address: 4 Bay Road, Suite B- 101, Hadley, MA 01062

Phone: 413-587-9917 Email: ginley@knowledgematters.com

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

LEA, St. Johns County School District

By: B. M. Patr Date: 3/8/2023

Printed Name: Bruce Patrou Title/Position: Chief Information Officer

eDynamic LP

Name of Provider

By: B.L. Piccioni Date: Mar 8, 2023

Printed Name: Brian Piccioni Title/Position: CFO

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 describedtherein.

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

Virtual Business (VB) High School simulations are browser-based, online business simulations that provide you with an interactive curriculum to teach business, marketing, financial literacy/personal finance, and more. There are nine simulations in the series: Accounting, Entrepreneurship, Fashion, Hotel, Management, Personal Finance, Restaurant, Retailing and Sports & Entertainment.

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	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

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	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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

EXHIBIT "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

St. Johns 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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated March 7, 2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: ginley@knowledgematters.com

eDynamic LP

Name of Provider

BY: B.L. Piccioni Date: Mar 8, 2023

Printed Name: Brian Piccioni Title/Position: CFO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

St. Johns County School District

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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

Check those that apply	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

[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).]

NONE

EXHIBIT "H"

Additional Terms or Modifications

Version 1

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

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated March 7, 2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: ginley@knowledgematters.com

eDynamic LP

Name of Provider

BY: B.L. Piccioni Date: Mar 8, 2023

Printed Name: Brian Piccioni Title/Position: CFO

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between

By: *Tyler Brim* Date: 2023-11-01

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tyler Brim

Title: Systems Support Specialist

Address: 32063

Phone: 904-259-6251

Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.18

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with EssayPop.

ATTACHMENTS:
08.05.2024.Approval of EssayPop DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and EssayPop.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

Baker County School District

and

essaypop, LLC

Provider Name

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

Baker County School District , located at 392 South Blvd E, Macclenny, FL 32063
(the "**Local Education Agency**" or "**LEA**")

And essaypop LLC located at 1751 Colorado Blvd. #325, Los Angeles, CA 90041 (the "**Provider**").
Provider Name Street, City, State

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 Box 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: Tyler S. Brim Title: Systems Support Specialist

Address: 392 South Blvd E, Macclenny, FL 32063

Phone: 904-259-6251 Email: tyler.brim@bakerk12.org

The designated representative for the Provider for this DPA is:

Name: Giselle Schubert-Banks Title: Director of Programs

Address: 1751 Colorado Blvd. #325, Los Angeles, CA 90041

Phone: 4152904160 Email: giselle@essaypop.com

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

LEA, Baker County School District

District By: Date: 04/16/2024

Printed Name: Tyler S. Brim Title/Position: Systems Support Specialist

essaypop LLC

Name of Provider

By: Giselle Schubert-Banks Date: 04/12/2024

Printed Name: Giselle Schubert-Banks Title/Position: Director of Programs

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

Vendors/Providers - please list all applications you support that are in use at the District, describe what your application does and what grade levels and/or staff groups will access your software (as applicable).

The essaypop system is a full writing solution system that allows teachers to quickly and effectively teach the fundamentals of writing. From easy quickwrites to complex multiple paragraphs to pre and AP testing, and used through multiple classes, from ELA, to Social Studies, to Science. The system includes all the scaffolding, instructional information, grading assessment area, and essay writing area for students to write individually or in groups (as created and controlled by the teacher).

Essaypop is for grades 3 through 12. Our platform is open source, cloud-based, and easily compatible with other applications. The platform may be accessed by any students, teachers and admins of a school or district that has purchased licenses for the essaypop platform.

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: Teacher entered assessment scores	☑
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

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	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☑
	Teacher names	☑
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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

EXHIBIT "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

Baker 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

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

2. Nature of Disposition

X 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:

Describe here or attach special instructions

3. Schedule of Disposition

Data shall be disposed of by the following date:

X As soon as commercially practicable.

By Date:

4. Signature

Authorized Representative of LEA Date

5. Verification of Disposition of Data

Giselle Schubert-Banks **04/12/2024**

Authorized Representative of Provider Date

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Baker County School District ("Originating LEA") which is dated 04/12/2024 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: 1751 Colorado Blvd. #325, Los Angeles, CA 90041

essaypop, LLC

Name of Provider

BY: Giselle Schubert-Banks Date: 04/12/2024

Printed Name: Giselle Schubert-Banks Title/Position: Director of Programs

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between Baker County School District (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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

Check those that apply	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

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ….
c) Share, sell, or rent a student's information, including covered information ….

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application….
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"

Additional Terms or Modifications

Version _____

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

AGENDA ITEM NO. 8.19

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with EverFi.

ATTACHMENTS:
08.05.2024.Approval of EverFi DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and EverFi.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

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STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

Baker County School District

and

EVERFI Inc

Version: 1r7

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This document may only be used by A4L Community members and may not be altered in any substantive manner.

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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: Baker County School District

located at 392 South Blvd E, Macclenny FL 32063 (the "**Local Education Agency**" or "**LEA**") and

EVERFI Inc , located at 65 Fairchild Street Charleston, SC 29492

(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.

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The designated representative for the LEA for this DPA is:

Name: Tyler S. Brim Title: Systems Support Specialist

Address: 392 South Blvd E Macclenny FL 32063

Phone: 904-259-6251 Email: tyler.brim@bakerk12.org

The designated representative for the Provider for this DPA is:

Name: Mathew Kirouac Title: Senior Director

Address: 65 Fairchild Street Charleston, SC 29492

Phone: 813-903-2633 Email: mkirouac@everfi.com

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

LEA Baker County School District

By: Date: 09/12/2023

Printed Name: Tyler S. Brim Title/Position: Systems Support Specialist

EVERFI Inc

By: Dale Strange Date: September 12, 2023

Printed Name: Dale Strange Title/Position: President and COO

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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.

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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

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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

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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.

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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

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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.

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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.

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EXHIBIT "A"

DESCRIPTION OF SERVICES

EVERFI will provide their full platform of K12 resources and all supplemental training and supports available at $0.00 for Baker Schools and its affiliate educators students to benefit classroom learners for educational use. See full catalog at www.everfi.com/k12

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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.	v
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	v
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	V
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	v
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	

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Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	DOB only to determine +-13 years of age
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	V
	Teacher names	V
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	

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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	V
	State ID number	
	Provider/App assigned student ID number	V
	Student app username	V
	Student app passwords	V
Student Name	First and/or Last	V
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	V
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	V
Student work	Student generated content; writing, pictures, etc.	V

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Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	For students under 13 only last initial (not full last name) appreas as identifier
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

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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.

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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."

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EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

[**Insert Name of District or LEA**] 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

X
_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:
Student and Staff Personally Identifiable Information

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

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

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

Upon written request by LEA, Vendor will send a notification that the data destruction has been completed as described above.

3. Schedule of Disposition

Data shall be disposed of by the following date:

X
_____ As soon as commercially practicable.

_____ By Enter Date

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Provider Date

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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

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EXHIBIT "G"

Supplemental SDPC State Terms for Florida

Version _____

[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).]

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EXHIBIT "H"

Additional Terms or Modifications

Version Baker 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

1. Article II, Paragraph 1 is amended to revise the second sentence as follows: The Provider further acknowledges and agrees that except for aggregated and/or anonymized data as set forth in Provider's Terms of Service and Privacy Policy, 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.2. Article II, Paragraph 2 is revised to delete the phrases "forty-five (45) days from the date of the request or pursuant to" and "whichever is sooner."3. Article IV, Paragraph 3 is revised to replace the last sentence with the following: Provider agrees to require each employee or agent with access to Student Data pursuant to the Service Agreement to maintain appropriate levels of confidentiality.4. Article IV, Paragraph 5 is amended so that the second to last sentence reads: Except for Subprocessors and aggregated and/or anonymized data, 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.5. Article V, Paragraph 2 is deleted in its entirety and replaced with the following: Upon request and no more than once a year, the Provider will provide LEA with a copy of Provider's most recent third party security audit summary report. If this report does not provide information reasonably sufficient for LEA to demonstrate compliance with applicable data protection or privacy laws, LEA may request additional information from Provider.6. Article V, Paragraph 4 is deleted in its entirety and replaced with the following: 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 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.7. The definition of "De-Identified Data and De-Identification" in Exhibit C shall be revised to add the following sentence at the end: The terms "de-identified data" and "de-identification" do not include aggregated and/or anonymized data.8. The definition of "Student Data" in Exhibit C shall be revised so that the final sentence reads: Student Data shall not constitute that information that has been aggregated, anonymized, and/or or De-Identified, or aggregated and/or anonymous usage data regarding a student's use of Provider's services.

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EXHIBIT "E"

GENERAL OFFER OF TERMS

1. OFFER OF TERMS

Provider offers the same privacy protections found in this DPA between it and **BAKER COUNTY SCHOOL DISTRICT** ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

***Provider Name**

BY: _____

Date: September 12, 2023

Printed Name: Dale Strange

Title/Position: President and COO

1. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the _____ and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

The School Board of _____County, Florida

BY: _____

Date:_____

Printed Name: _____

Title/Position: _____

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SCHOOL DISTRICT NAME: THE SCHOOL BOARD OF _____ COUNTY, FLORIDA
DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____
Email:_____

AGENDA ITEM NO. 8.20

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Explore Learning.

ATTACHMENTS:
08.05.2024.Approval of Explore Learning DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Explore Learning.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

complete dm 2/2023

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

St. Johns County School District

and

ExploreLearning, LLC

Provider Name

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

St. Johns County School District, located at 40 Orange St, St. Augustine, FL 32084 (the "**Local Education Agency**" or "**LEA**")

And ExploreLearning, LLC (Provider Name) located at 110 Avon Street, Suite 300, Charlottesville, VA 22902 (Street, City, State) (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 Box 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: Bruce Patrou Title: Chief Information Officer

Address: 40 Orange St., St. Augustine, FL 32084

Phone: (904) 547-3920 Email: Bruce.Patrou@stjohns.k12.fl.us

The designated representative for the Provider for this DPA is:

Name: Julia M Given Title: VP Finance

Address: 110 Avon Street, Suite 300, Charlottesville, VA 22902

Phone: 866.882.4141 Email: legal@explorelearning.com

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

LEA, St. Johns County School District

By: B. M. Patrou Date: 2-23-2023

Printed Name: BRUCE PATROU Title/Position: CIO

ExploreLearning, LLC

Name of Provider

By: Julia M.Given Date: 1/26/23

Printed Name: Julia M Given Title/Position: VP Finance

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

This DPA supplements Contractor's License Terms and each existing and subsequent agreement and quote for Contractor's subscriptions and/or services, which are incorporated herein by reference.

Use the Science4Us product. Science4Us is an early elementary, interactive science program for students in Kindergarten-2nd grade. Digitally delivered with opportunities for hands-on learning and exploration, Science4Us offers more 350 online lessons and 1,000+ offline lessons aligned to the latest standards. Through songs, stories, poems, games and much more, Science4Us supports early educators in building essential science skills.

Use of the Gizmos product. Gizmos are interactive math and science simulations for grades 3-12. Over 400 Gizmos aligned to the latest standards help educators bring powerful new learning experiences to the classroom. Gizmos use an inquiry-based approach to learning that has been validated by extensive research as a highly effective way to build conceptual understanding.

Use of the Reflex Math product. Adaptive and individualized, Reflex is the most effective system for mastering basic facts in addition, subtraction, multiplication and division for grades 2+. Full of games that students love, Reflex takes students at every level and helps them quickly gain math fact fluency and confidence. Educators and parents love the powerful reporting that allows them to monitor progress and celebrate success.

Use of Frax product. Adaptive and game-based, ExploreLearning Frax® uses the latest research-proven instructional methods to create a better way to learn fractions. With Frax, students come to understand that fractions are numbers too. Fun challenges, personalized instruction, and motivating rewards help students build their skills and understanding—all while exploring the galaxy with fractions!

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	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☑
	Ethnicity or race	☑
	Language information (native, or primary language spoken by student)	☐

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	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☑
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☑
	Low income status	☑
	Medical alerts/ health data	☐

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

EXHIBIT "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

St. Johns 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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 2-23-23 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: legal@explorelearning.com

ExploreLearning, LLC

Name of Provider

BY: Julia M.Given Date: 1/26/23

Printed Name: Julia M Given Title/Position: VP Finance

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

St. Johns County School District

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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

Check those that apply	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 _____

[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

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)

While ExploreLearning, LLC follows many principles under NIST and other cybersecurity frameworks, it does not certify to full alignment with such frameworks. ExploreLearning, LLC is currently in the process of going through an ISO27000 series review for certification.

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 2-23-23 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: legal@explorelearning.com

ExploreLearning, LLC

Name of Provider

BY: Julia M.Given Date: 1/26/23

Printed Name: Julia M Given Title/Position: VP Finance

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between

By: *Tyler Brim* Date: 2024-07-11

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tyler Brim

Title: Systems Support Specialist

Address: 32063

Phone: 904-259-6251

Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.21

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Liminex.

ATTACHMENTS:
08.05.2024.Approval of Liminex DSA_T.Hill.pdf

Baker County Public Schools

Sherrie Raulerson, Superintendent of Schools

270 South Boulevard East, Macclenny, Florida 32063

Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Liminex.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

Baker County School District

and

Liminex, Inc. dba GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates

Provider Name

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

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:

Baker County School District , located at 392 South Blvd E, Macclenny, FL 32063
(the "**Local Education Agency**" or "**LEA**")

And Liminex, Inc. dba GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates located at 2030 E. Maple Ave., Suite 100, El Segundo, CA 90245 (the "**Provider**").
Provider Name Street, City, State

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 Box 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.

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The designated representative for the LEA for this DPA is:

Name: Tyler S. Brim Title: Systems Support Specialist

Address: 392 South Blvd E, Macclenny, FL 32063

Phone: 904-397-9019 Email: tyler.brim@bakerk12.org

The designated representative for the Provider for this DPA is:

Name: Legal Department Title:

Address: 2030 E. Maple Ave., Suite 100, El Segundo, CA 90245

Phone: Email:

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

LEA, Baker County School District

District By: Date: 07-15-2024

Printed Name: Tyler S. Brim Title/Position: Systems Support Specialist

Liminex, Inc. dba GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates

Name of Provider

DocuSigned by:

By: Caryn Wetmore
778E923FB7084A5...

Date: 7/15/2024

Printed Name: Caryn Wetmore Title/Position: Senior Counsel

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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.

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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

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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

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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.

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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

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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.

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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.

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Exhibit "A"

DESCRIPTION OF SERVICES

GoGuardian Admin	GoGuardian Admin is an award-winning filtering and device management solution for K-12 schools. GoGuardian Admin was built to provide a safer and more productive online experience for all. GoGuardian Admin enables users to customize filtering policies to any situation and manage them from a unified interface.
GoGuardian Teacher	GoGuardian Teacher is a classroom management solution, helping teachers guide their students while gaining back valuable instructional time. This solution provides teachers with a way to view student online activity during their class sessions. Teachers can support and directly connect with their students. GoGuardian Teacher creates efficiency in instructional workflows and provides a variety of ways to deliver instruction. It is easy to use and it supports different learning environments.
GoGuardian Beacon	Beacon is a machine-learning solution that notifies pre-determined school staff of instances where students may be at risk of suicide, self-harm, or potential harm to others through Beacon-generated alerts. Beacon was designed to help school staff proactively identify at-risk behavior and quickly facilitate a response. Beacon works across content that students create, search for, and consume online, including search engines, chat, online docs, social media, email, web apps, and more. Beacon alerts provide robust context around an event, helping schools and districts determine what caused an alert and how to take action. GoGuardian also offers Beacon 24/7 which provides customers the option to have a dedicated team of safety specialists review and escalate customers' Beacon-generated active planning alerts 24/7 to pre-determined school staff. These specialists operate within the U.S. and are specially trained to evaluate alerts. Please note that there are Supplemental Terms for GoGuardian Beacon 24/7 (https://www.goguardian.com/policies/beacon-24-7-terms) (for Beacon 24/7 services that schools may elect to obtain from GoGuardian).
GoGuardian DNS	GoGuardian DNS is a product that allows schools and districts to have another method of deploying GoGuardian Admin. DNS stands for 'Domain Name Server', a system that ties domain names to IP addresses. GoGuardian DNS is an inline web filtering (network-level filter) and is designed to support all devices connected to the network. GoGuardian DNS is device agnostic, so as long as a school's users are on school premises and connected to the school network, they're protected by GoGuardian DNS. GoGuardian DNS filters traffic based on the public IP network that a given user is connected to. Unlike GoGuardian Admin, GoGuardian DNS does not require the extensions to be present for a user and does not require any software installation.
GoGuardian Fleet	GoGuardian Fleet is a device management solution that allows schools and districts to simplify and structure their workflow for managing Chromebooks. GoGuardian Fleet helps schools and districts keep track of their device inventory, assign and un-assign devices, and sync with Google Admin Console.
GoGuardian Parent App	GoGuardian Parent is an application available on devices running iOS and Android designed to enable IT Administrators to share managed user history collected via GoGuardian Admin and GoGuardian Teacher with verified parents and guardians. Parent email address and association with a student are collected for authentication purposes; the email address entered should match the email address on file with the school's

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	or district's administration. The Parent App enables parents to pause internet, block specific websites, and schedule internet availability on managed devices during out-of-school hours. Parents may not override restrictions set by district administrators, but may add restrictions.
Pear Deck Slides	Pear Deck Slides is our flagship product that converts slide-type content from a number of sources (Google Slides, Powerpoint, internal templates, into an interactive presentation.
Pear Deck Vocabulary	Pear Deck Vocabulary was designed to transform the way students engage with vocabulary. The teacher creates a file with the vocabulary words and definitions the students need to learn. Students then play the Flashcard Factory game, pairing up and working together to create flashcards with illustrations and example sentences. The app is free to use and works with Google Apps for Education.
Pear Assessment	Pear Assessment is an online assessment system that provides instant feedback for teachers, administrators, and students that serves as both a formative assessment tool and a common benchmark system. Pear Assessment mimics the look and feel of state tests, which helps with preparedness and performance, and questions tie to learning standards, which helps with tracking standards mastery. Aside from state test prep, teachers may use Pear AssessmentEdulastic for formatives, homework, bell ringers, tests, pre-tests, practice work, lessons, and more. Educators can assign content from the Pear Assessment content libraries, can make assessments from scratch, or can mix and match. With over 50 question types (multiple choice, drag and drop, graphing, label an image, etc) teachers can deliver robust and engaging assessments that automatically grade, saving teachers time and giving immediate feedback, reports, and insights.
Pear Deck Tutor	Pear Deck Tutor is an online platform designed to provide individualized academic support to students through on-demand tutoring. Teachers may use Pear Deck Tutor to supplement their instruction by helping to connect students who may need differentiated support with on-demand live, screened academic tutors. Teachers may also use Pear Deck Tutor's Writing Lab as a resource to streamline the review and editing process for written student assignments. Through the Writing Lab, students receive asynchronous academic writing support on demand 24/7 from thousands of verified academic writing experts.
Pear Practice	Pear Practice is a gamified digital learning experience designed to boost collaboration and independent practice, helping you create an adaptable, equitable, and rewarding practice experience for all students. Teamwork is at the heart of your K-12 classroom, so Pear Practice gives all students a chance to succeed — not just the fastest fingers.

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GoGuardian

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

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

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Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: **GoGuardian's then-current Product Privacy Policy (https://www.goguardian.com/policies/product-privacy) describes the Student Data and other information collected.**	X
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

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Pear Deck

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

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

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Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: Pear Deck's then-current Product Privacy Policy (https://www.peardeck.com/policies/product-privacy) describes the Student Data and other information collected.	X
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

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

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

Category of Data	Elements	Check if Used by Your System
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	X
	Teacher names	X
Special Indicator	English language learner information	X
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify: Please refer to Pear Assessment's then-current Privacy Policy (https://www.peardeck.com/policies/privacy-policy-for-product-users) for more information. Note that data collected in this category is not required.	X
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	X
	Other student work data -Please specify: Pear Assessment assessments and scores	X
Transcript	Student course grades	
	Student course data	

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: Pear Assessment's then-current Privacy Policy (https://www.peardeck.com/policies/privacy-policy-for-product-users) describes the Student Data and other information collected.	X
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

Pear Deck Tutor

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.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries) ***In-session chats between tutors and students***	X
Conduct	Conduct or behavioral data ***Tutors are able to log any misconduct or poor behavior through a survey completed after each tutoring session***	X
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

Category of Data	Elements	Check if Used by Your System
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	X
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	
	Provider/App assigned student ID number	X
	Student app username ***User name is email address***	X
	Student app passwords ****If integration with product is through an LMS, no passwords are needed***	X*
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 ***Students and tutors must respond to a survey rating their tutoring session on a scale from 1-5***	X
Student work	Student generated content; writing, pictures, etc.	
	Other student work data -Please specify: ***Students may submit writing assignments created outside of the Pear Deck Tutor platform for tutor review***	X
Transcript	Student course grades	
	Student course data	

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: ***Pear Deck Tutor's then-current Product Privacy Policy (https://www.peardeck.com/policies/privacy-policy-for-product-users) describes the Student Data and other information collected.***	X

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

Pear Practice

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

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

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

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: ***Pear Practice's then-current Product Privacy Policy (https://www.peardeck.com/policies/privacy-policy-for-product-users) describes the Student Data and other information collected.***	X
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

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.

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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."

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EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Baker 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:

Describe here or attach 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

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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

Check those that apply	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
X	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

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EXHIBIT "G"

Supplemental SDPC State Terms for [State]

Version 1

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ….
c) Share, sell, or rent a student's information, including covered information ….

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application….
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

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EXHIBIT "H"

Additional Terms or Modifications

Version _____

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)

See the First Amendment to Florida Standard Student Data Privacy Agreement on the next page.

Docusign Envelope ID: 3D2B6355-185C-41AE-85BC-A8F8DFADF233

FIRST AMENDMENT TO FLORIDA STANDARD STUDENT DATA PRIVACY AGREEMENT

This First Amendment ("**Amendment**") to the Standard Student Data Privacy Agreement, FL-NDPA Version 1.0 ("**SDPA**"), by and between, Liminex, Inc. doing business as GoGuardian and Pear Deck Learning, and acting on behalf of itself and its Affiliates ("**Provider**" or "**GoGuardian**") and Local Education Agency named in the SDPA ("**LEA**"), is effective as of the effective date of the SDPA ("**Effective Date**"). The Parties (defined herein) are subject to a Service Agreement, which is Liminex Products Terms of Service and End User License Agreement (available at https://www.goguardian.com/policies/eula) that may be updated from time to time in accordance with the terms therein. To the extent that the terms of this Amendment conflict with the SDPA or the Service Agreement, the terms of this Amendment shall control. Unless otherwise explicitly defined in this Amendment, all capitalized terms shall have the meaning ascribed to them in the following order of priority (1) SDPA; (2) the Service Agreement. The terms of such SDPA and the Service Agreement shall remain in full force and effect except as expressly modified by this Amendment. The SDPA shall be amended between the Parties as follows:

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

3. **Separate Account**. Section 3 (Separate Account) of Article II (Data Ownership and Authorized Access) of the SDPA is hereby modified by deleting "Provider shall" and replacing with "Provider may".

ARTICLE IV: DUTIES OF PROVIDER

5. **De-Identified Data**. Section 5 (De-Identified Data) of Article IV (Duties of Provider) of the SDPA is hereby modified by deleting "or indirectly" from the last sentence and by deleting the second to last sentence and replacing with the following sentence:

> "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) that party agrees to 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."

6. **Disposition of Data.** Section 6 (Disposition of Data) of Article IV (Duties of Provider) of the SDPA is hereby modified by deleting the second sentence and replacing with:

> "Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data in a commercially reasonable period of time as long as that information is not necessary to comply with Provider's legal obligations, resolve disputes, or enforce Provider's agreements."

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ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Section 1 (Data Storage) of Article V (Data Provisions) of the SDPA is hereby amended by deleting the second sentence in its entirety.

2. **Audits**. Section 2 (Audits) of Article V (Data Provisions) of the SDPA is hereby deleted in its entirety and replaced with the following:

> "Provided LEA gives Provider at least ten (10) business days' advanced written notice and upon the execution of an appropriate confidentiality agreement, LEA shall have the right, but shall be under no obligation to conduct reasonable audit(s) no more than once per twelve (12) month period of Provider's records concerning its compliance obligations as set forth in this Article V. Provider shall make such records and other documents available to LEA upon request, provided (1) such audits shall be at LEA's sole expense; and (2) as permitted by relevant law, Provider may fulfill such audit request by providing LEA with answers to LEA's audit questions or by providing an executive summary. All information exchanged during such audit and findings of such audit shall be Provider's Confidential Information."

3. **Data Security**. Section 3 (Data Security) of Article V (Data Provisions) of the SDPA is hereby amended by deleting "administrative, physical, and technical" and replacing with "industry standard" in the first sentence.

4. **Data Breach.** Section 4 (Data Breach) of Article V (Data Provisions) of the SDPA is hereby amended as follows: delete "In the event of" and replace with "When Provider confirms"; delete "Student Data" in the first sentence and replace with "Student Data covered by this DPA," delete "within seventy-two (72) hours of confirmation of the incident" and replace with "in accordance with applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information and promptly take appropriate action to stop the unauthorized release of Student Data"; insert "related to Student Data covered by this DPA" before "to the extent known"; delete "all federal and state requirements" and replace with "applicable federal and state law"; insert "to the extent required by applicable law" after "parents or guardians"; and insert "reasonably" before "cooperate".

ARTICLE VII: MISCELLANEOUS

1. **Termination**. Section 1 (Termination) of Article VII (Miscellaneous) is hereby amended by deleting the second sentence and replacing it with the following: "Either party may terminate this DPA and Service Agreement in the event of a material breach of the terms of this DPA by the other party."

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3. **Priority of Agreements**. Section 3 (Priority of Agreements) of Article VII (Miscellaneous) is hereby amended by inserting the following after the second sentence:

> "In the event the terms of the DPA are silent as to any term or condition that is expressly provided for in the Service Agreement, the term or condition of the Service Agreement shall apply. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect."

7. **Successors Bound**. Section 7 (Successors Bound) of Article VII (Miscellaneous) is hereby amended by deleting the last two sentences in their entirety.

EXHIBIT "C" (DEFINITIONS)

In Exhibit "C" (Definitions), the definition of De-Identified Data and De-Identification is hereby amended as follows: Insert ", aggregated, anonymized," after "removed"; insert "any student, user, or" before "a specific individual"; insert "Provider shall own any De-Identified Data created under this DPA and may use De-Identified Data in accordance with applicable law" at the end of the sentence.

In Exhibit "C" (Definitions), the definition of Student Data is hereby amended as follows: insert "personally identifiable student" before "data, whether".

EXHIBIT "G" (SUPPLEMENTAL SDPC STATE TERMS)

In Exhibit "G" (Supplemental State Terms), the first paragraph is hereby amended as follows: in the first sentence, insert "applicable terms of" before "Florida"; add the following after the second sentence: "'Covered information' does not include Deidentified Information, which means aggregated and anonymized data which may be derived from student data or any other confidential information; provided such Deidentified Information cannot reasonably be used to identify any student, user, or individual. Providers/Operators may use Deidentified Information in accordance with applicable law"; and in the last sentence, insert "applicable provisions" after "subject to all".

In Exhibit "G" (Supplemental State Terms), Section 1(b) is hereby amended as follows: delete "site service," and replace with "site, service,"; and delete "…." and replace with the following: "The term 'amass a profile' does not include the collection and retention of account information that remains under the control of the student or the student's parent or guardian or K-12 school."

In Exhibit "G" (Supplemental State Terms), Section 2(a) is hereby amended by deleting "…." and replacing with the following: "with actual knowledge that the site, service, or application is used primarily for K-12 school purposes, or the site, service, or application was designed and marketed for K-12 school purposes".

AGENDA ITEM NO. 8.22

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with McGraw Hill.

ATTACHMENTS:
08.05.2024.Approval of McGraw Hill DSA_T.Hill.pdf

Baker County Public Schools

Sherrie Raulerson, Superintendent of Schools

270 South Boulevard East, Macclenny, Florida 32063

Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and McGraw Hill.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

St. Johns County School District

and

McGraw Hill LLC

Provider Name

Version: 1r7

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This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

St. Johns County School District, located at 40 Orange St, St. Augustine, FL 32084 (the "**Local Education Agency**" or "**LEA**")

And McGraw Hill LLC (Provider Name) located at 8787 Orion Place, Columbus, OH 43240 (Street, City, State) (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 Box 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: Bruce Patrou Title: Chief Information Officer

Address: 40 Orange St., St. Augustine, FL 32084

Phone: (904) 547-3920 Email: Bruce.Patrou@stjohns.k12.fl.us

The designated representative for the Provider for this DPA is:

Name: Kimberly A. Harvey Title: VP Strategic Services

Address: 8787 Orion Place, Columbus, OH 43240

Phone: 800-338-3987 Email: bidsandcontracts@mheducation.com

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

LEA, St. Johns County School District

By: B.M. Patr Date: 4/12/2023

Printed Name: Bruce Patrou **Title/Position:** Chief Information Officer

McGraw Hill LLC

Name of Provider

By: Kimberly O. Harvey Date: 04/10/2023

Printed Name: Kimberly A. Harvey Title/Position: VP Strategic Services

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

McGraw Hill digital instructional materials

EXHIBIT "B" SCHEDULE OF DATA

for McGraw Hill Products

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: Student responses, student item scores and student overall assessment scores	☑
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☑
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify: Teaching Level	☑
Enrollment	Student school enrollment	☐
	Student grade level	☐
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify:	☐
Parent/Guardian Contact Information	Address	☐
	Email	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☑
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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: Data generated by interacting with learning modules are persisted in encrypted data stores, normalized of any PII data	☑
Transcript	Student course grades	☑
	Student course data	☑
	Student course grades/ performance scores	☑
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application:	☑
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

EXHIBIT "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

St. Johns 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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated _____ to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: bidsandcontracts@mheducation.com

McGraw Hill LLC

Name of Provider

BY: Kimberly A. Harvey Date: 4/10/2023

Printed Name: Kimberly A. Harvey Title/Position: Vice President Strategic Services

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between St. John's County School Dist (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

St. Johns County School District

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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

Check those that apply	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).]

NONE

EXHIBIT "H"

Additional Terms or Modifications

Version 1.0

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

Standard Clauses:

Add: Any notices from one Party to another must be made in writing. Unless otherwise specified in the Agreement, email notice is sufficient.

Article IV Section 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:
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 deidentified 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.

Article IV Section 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~~ or 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 according to Provider's data retention policy ~~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."

Exhibit D: Directive for Disposition of Data:
Add: The Parties agree that in lieu of the form found on Exhibit D, LEA may complete the form located at https://www.mheducation.com/privacy/privacy-request-form.

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated _____ to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: bidsandcontracts@mheducation.com

McGraw Hill LLC

Name of Provider

BY: Kimberly A. Harvey Date: 4/10/2023

Printed Name: Kimberly A. Harvey Title/Position: Vice President Strategic Services

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA.

By: *Tyler Brim* Date: 2023-11-01

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tyler Brim

Title: Systems Support Specialist

Address: 32063

Phone: 904-259-6251

Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.23

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Pearson Education.

ATTACHMENTS:
08.05.2024.Approval of Pearson Education DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Pearson Education.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

St. Johns County School District

and

Pearson Education, Inc.

Provider Name

Version: 1r7

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This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

St. Johns County School District, located at 40 Orange St, St. Augustine, FL 32084 (the "**Local Education Agency**" or "**LEA**")
And Pearson Education, Inc., located at 221 River Street, Hoboken, NJ 07030 (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 Box 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: Bruce Patrou Title: Chief Information Officer

Address: 40 Orange St., St. Augustine, FL 32084

Phone: (904) 547-3920 Email: Bruce.Patrou@stjohns.k12.fl.us

The designated representative for the Provider for this DPA is:

Name: Kenneth Lanfrank Title: VP, General Manager

Address: 221 River Street, Hoboken, NJ 07030

Phone: 201-962-0215 Email: Kenneth.Lanfrank@pearson.com; cc: k12legal@savvas.com

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

LEA, St. Johns County School District

By: B.M. Path Date: 10-20-2023

Printed Name: Bruce Patrou Title/Position: Chief Information Officer

Pearson Education, Inc.

Name of Provider

By: Kenneth Lanfrank (Oct 18, 2023 15:15 EDT) Date: 10/18/2023

Printed Name: Kenneth Lanfrank Title/Position: VP, General Manager

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

Educational curriculum products, including but not limited to NCCERConnect, hosted on one or more digital platforms, such as MyLab or Mastering.

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	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

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	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	✓
	Teacher names	✓
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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

EXHIBIT "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

St. Johns 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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: Kenneth.Lanfrank@Pearson.com, cc: k12legal@savvas.com

Pearson Education, Inc.

BY: Kenneth Lanfrank (Oct 18, 2023 15:15 EDT) Date: 10/18/2023

Printed Name: Kenneth Lanfrank Title/Position: VP, General Manager

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between St. Johns County School Dist (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number:_____ Email:_____

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

Check those that apply	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

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator may not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
c) Share, sell, or rent a student's information, including covered information ....

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"

Additional Terms or Modifications

Version 1_____

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)

LEA acknowledges that Savvas Learning Company LLC ("Savvas") is the exclusive sales agent in the K-12 market for certain products owned by Provider. The Provider products covered under this Agreement include educational curriculum products, including but not limited to NCCERConnect, hosted on one or more digital platforms, such as MyLab or Mastering, and are incorporated into this Agreement by reference. To the extent that such products offer a digital, hosted component, these services are administered through Provider and as such, the data privacy and security obligations with regard to any such products are covered under this Agreement reside with Provider. All other matters related to purchase or ordering reside with Savvas.

Article IV, Section 5 - Subsection (b) requirement to provide prior written notice to the LEA for such transfer of de-identified data is deleted in its entirety.

Article IV, Section 6 - Upon termination of this Agreement, if no written request from the LEA is received, Provider shall dispose of all Student Data.

Article V, Section 2 - On-site review/audit of data records may not be practicable. Provider will work with LEA to provide relevant information and reasonable access.

Provider maintains a comprehensive information security program to safeguard Student Data and uses reasonable and appropriate administrative, procedural and technical measures, consistent with industry standards to protect Student Data.

Provider's data privacy policies can be found at:
https://loginstatic.pearson.com/html/NA/PearsonPrivacyPolicy_en_US.html?cc=US&lang=en_US

If there is a conflict between the Provider's data privacy policy and this SDPA, the SDPA will prevail.

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: Kenneth.Lanfrank@Pearson.com, cc: k12legal@savvas.com

Pearson Education, Inc.

BY: Kenneth Lanfrank (Oct 18, 2023 15:15 EDT) Date: 10/18/2023

Printed Name: Kenneth Lanfrank Title/Position: VP, General Manager

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be

By: *Tyler Brim* Date: 2023-11-03

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District
DESIGNATED REPRESENTATIVE OF LEA:
Name: Tyler Brim
Title: Systems Support Specialist
Address: 32063
Phone: 904-259-6251
Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.24

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with ToonBoom.

ATTACHMENTS:
08.05.2024.Approval of ToonBoom DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and ToonBoom.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

Baker County School District

and

Toon Boom Animation Inc.

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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: Baker County School District

located at 392 South Blvd E, Macclenny FL 32063 (the "**Local Education Agency**" or "**LEA**") and

, located at 4200 St-Laurent suite 1020, Montreal Qc CA

(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: Tyler S. Brim Title: Systems Support Specialist

Address: 392 South Blvd E Macclenny FL 32063

Phone: 904-259-6251 Email: tyler.brim@bakerk12.org

The designated representative for the Provider for this DPA is:

Name: Mathieu Lavigne Title: Director of IT

Address: 4200 ST-Laurent Bldv suite 1020 QC Canada H2W2R2

Phone: 514-762-3881 Email: mathieu@toonboom.com

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

LEA Baker County School District

By: Date: 01/31/2024

Printed Name: Tyler S. Brim Title/Position: Systems Support Specialist

By: Mathieu Lavigne Date: 01/31/2024

Printed Name: Mathieu Lavigne Title/Position: Director of IT

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

The Provider shall provide 2 desktop application software for the purpose of creating animations or creative content.

In addition the provider may provide a courseware to learn the software and the animation principals.

Toon Boom Harmony is a software developer and distributed by Toon Boom Animation used to create animations.

Storyboard Pro is a software developed and distributed by Toon Boom Animation for the purpose to create storyboards for content.

"The Courseware" is an interactive content available online used by student to learn the software and animation principal fundamentals. It contains learn materials and quizes to grade the students.

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.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	Some questions and quizzes and results necessarely not
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	

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	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts/ health data	

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	X
	Phone	
Student Identifiers	Local (School district) ID number	
	State ID number	
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	X
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	X
	Student course data	X
	Student course grades/ performance scores	X
	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

[**Insert Name of District or LEA**] 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:

Insert categories of data here

_____ 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:

Insert or attach special instructions

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By Enter Date

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Provider Date

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 Florida

Version _____

[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 _____

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

See attached "Toon Boom Exhibit H.pdf" document for complete list of modifications.

EXHIBIT "E"

GENERAL OFFER OF TERMS

1. OFFER OF TERMS

Provider offers the same privacy protections found in this DPA between it and **BAKER COUNTY SCHOOL DISTRICT** ("Originating LEA") which is dated 01/31/2024, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

***Provider Name**

BY: Mathieu Lavigne

Date: 01/31/2024

Printed Name: Mathieu Lavigne

Title/Position: Director of IT

1. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the _____ and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

The School Board of _____County, Florida

BY: _____

Date:_____

Printed Name: _____

Title/Position: _____

SCHOOL DISTRICT NAME: THE SCHOOL BOARD OF _____ COUNTY, FLORIDA
DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____
Email:_____

Cybersecurity Framework Exclusion and Compliance Status

In reference to the Data Security clause of the agreement and the Cybersecurity Framework outlined in Exhibit “F”, we wish to notify and detail specific exclusions pertaining to our current compliance status. While our organization actively employs the Center for Internet Security (CIS) Controls as guiding benchmarks for our cybersecurity practices, it is important to acknowledge that we have not yet achieved full compliance with all the controls encompassed within the three levels of the CIS framework.

Our cybersecurity approach is designed to be robust and evolving, with continuous improvement as a core objective. We are committed to progressing towards fuller compliance with the CIS framework, however, as of the date of this agreement, certain controls and standards within the framework are not fully implemented. This exclusion does not diminish our dedication to data security and the protection of Student Data, as we employ a range of administrative, physical, and technical safeguards tailored to our operational context.

Audit Clause Exclusion

Regarding the ARTICLE V.2 "Audits" clause in this agreement, we wish to propose an amendment due to our current operational capabilities. As of now, our organization is not equipped with a formal framework or the necessary resources to facilitate external audits of our systems, particularly in the context of the security and privacy measures for Student Data.

We would like to explicitly state the handling procedure for Student Data as provided by the LEA. All Student Data received from the LEA will exclusively be processed and stored on a third-party platform. This platform is not only integral to our service delivery but also adheres to the highest standards of data security.

It is important to note that we have a Data Processing Agreement (DPA) in place with this third-party provider. This agreement ensures that the handling of Student Data aligns with our mutual commitment to data protection and privacy. Furthermore, the third-party platform we utilize is certified with SOC2 Type 2. This certification underscores their adherence to rigorous standards for security, availability, processing integrity, confidentiality, and privacy of customer data.

Subprocessors

Article II, paragraph #5 “Subprocessors” will be deleted and replaced with the following:

Provider has entered into written agreement with a subprocessor performing functions for the Provider in order for the Provider to provide all the Services pursuant to the Service Agreement, whereby the Subprocessor agree to protect Student Data. This agreement will be provided to the LEA upon request if necessary.

AGENDA ITEM NO. 8.25

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Typing.com.

ATTACHMENTS:
08.05.2024.Approval of Typing.com DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Typing.com.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

St. Johns County School District

and

Typing.com LLC

Provider Name

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

St. Johns County School District, located at 40 Orange St, St. Augustine, FL 32084 (the "**Local Education Agency**" or "**LEA**")

And Typing.com LLC (Provider Name) located at AM Tower, 7th floor, San Juan, PR, 0((Street, City, State) (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 Box 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: Bruce Patrou Title: Chief Information Officer

Address: 40 Orange St., St. Augustine, FL 32084

Phone: (904) 547-3920 Email: Bruce.Patrou@stjohns.k12.fl.us

The designated representative for the Provider for this DPA is:

Name: Fernando Cote Title: Account Manager

Address: AM Tower, 7th fl, San Juan, PR 00912

Phone: na Email: sales@typing.com

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

LEA, St. Johns County School District

By: B. M. Patt Date: 8/16/2023

Printed Name: Bruce Patrou Title/Position: Chief Information Officer

Typing.com LLC

Name of Provider

By: Date: 8/16/2023

Printed Name: Fernando Cote Title/Position: Account Manager

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

Typing.com is an online typing tutor

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: typing test statistics	☑
Attendance	Student school (daily) attendance data	☐
	Student class attendance data	☑
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

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	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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

EXHIBIT "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

St. Johns 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:

Describe here or attach 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"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 8/16/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: sales@typing.com

Typing.com LLC

Name of Provider

BY: _____ Date: 8/16/2023

Printed Name: Fernando Cote Title/Position: Account Manager

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between St. Johns County School Distr (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

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

Check those that apply	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

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
c) Share, sell, or rent a student's information, including covered information ....

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"

Additional Terms or Modifications

Version _____

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

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and St. Johns County School District ("Originating LEA") which is dated 8/16/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: sales@typing.com

Typing.com LLC

Name of Provider

BY: _____ Date: 8/16/2023

Printed Name: Fernando Cote Title/Position: Account Manager

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between St. Johns County School Distr

By: *Tyler Brim* Date: 2023-11-01

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District

DESIGNATED REPRESENTATIVE OF LEA:

Name: Tyler Brim

Title: Systems Support Specialist

Address: 32063

Phone: 904-259-6251

Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.26

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with SmartPass.

ATTACHMENTS:
08.05.2024.Approval of SmartPass DSA_T.Hill.pdf

Baker County Public Schools

Sherrie Raulerson, Superintendent of Schools

270 South Boulevard East, Macclenny, Florida 32063

Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and SmartPass.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

Charlotte County Public Schools

and

SmartPass, Inc.

Provider Name

Version: 1r7

© 2021 Access 4 Learning (A4L) Community. All Rights Reserved.

This document may only be used by A4L Community members and may not be altered in any substantive manner.

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:

Charlotte County Public Schools, located at **1445, Education Way, Port Charlotte, FL, 33948** (the "**Local Education Agency**" or "**LEA**")

And

SmartPass, Inc. (Provider Name) located at 228 Park Ave S #92675 New York, NY 10003-1502 (Street, City, State) (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 Box 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: Carl Hendrick Title: CTO

Address: 1445, Education Way, Port Charlotte, FL, 33948

Phone: 941-255-0808 x2161 Email: Privacy@yourcharlotteschools.net

The designated representative for the Provider for this DPA is:

Name: Mary Anne Laracochea Title: VP Of Operations

Address: 228 Park Ave S #92675 New York, NY 10003-1502

Phone: (610) 424-4544 Email: billing@smartpass.app

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

LEA. Charlotte County Public Schools

District By: Carl Hendrick Date: 12/1/23

Printed Name: Carl Hendrick Title/Position: CTO

SmartPass, Inc.

Name of Provider

By: Mary Anne Laracochea Date: 11/29/2023

Printed Name: MARY ANNE LARACOCHEA Title/Position: VP Of Operations

Document Ref: MV3B TJWFC-4U-M-S-I-FOT

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

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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

Vendors/Providers - please list all applications you support that are in use at the District, describe what your application does and what grade levels and/or staff groups will access your software (as applicable).

What is SmartPass?

- SmartPass is a digital hall pass system that replaces traditional sign out books, paper passes, and wooden blocks. It allows you to have complete oversight on how your students travel through your hallways during class time.

How SmartPass works

Instead of signing out on a sign out sheet, or carrying a wooden block, students use SmartPass to create a hall pass for themselves. Imagine the typical scenario of a student needing to use the restroom. The student raises their hand, asks for verbal permission to use the bathroom, and now they use either a school issued or personal device to make a digital pass.

What can SmartPass do?

- Here are some administrator objectives that SmartPass can help you accomplish.

Encounter Prevention

- Prevent 2+ students from meeting in the hallway together by placing them in an encounter prevention group. If one student in the group currently has a hall pass, then no other student will be allowed to have one.

Increase time spent in class

Spending excessive time outside of class is much more difficult with SmartPass. Combined with appropriate school rules, SmartPass is an effective tool to encourage students to stay in the classroom.

Increase student safety during emergencies

- Quickly understand which students are in your hallways during a fire or building intruder. Print out a hallway report and ensure that all of your students are with a teacher.

Detect and discourage disruptive behavior

- Easily detect, prevent, and remediate inappropriate behavior outside of the classroom. SmartPass's accurate digital record and reporting system makes it easy for admins to ensure their school runs smoothly.

Schedule passes for students easily

- Send students passes ahead of time to save paper and frustration. Schedule counselor appointments, college visits, group activities, and more.

Powerful room and hallway control

- Customize colors, icons, and folders to make SmartPass fit your school. Control whether students need prior digital permission before they can create a pass. Limit the number of students in a room.

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	✔
	Student class attendance data	✔
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐

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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	☐
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐

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	☐
	Student course data	☐
	Student course grades/ performance scores	☐
	Other transcript data - Please specify:	☐
Transportation	Student bus assignment	☐
	Student pick up and/or drop off location	☐
	Student bus card ID number	☐
	Other transportation data – Please specify:	☐
Other	Please list each additional data element used, stored, or collected by your application: Other: Student hall pass information including: date, origin, destination, duration, name, issuing teacher * Reports made by teachers for students	☑
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	☐

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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

Charlotte County Public Schools 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:

Describe here or attach special instructions

3. Schedule of Disposition

Data shall be disposed of by the following date:

As soon as commercially practicable.

☑ By Date: Data will be deleted within 1 year by default

4. Signature

Authorized Representative of LEA — Date: 12/1/23

5. Verification of Disposition of Data

Mary Anne Laracochea — Date: 11/29/2023

Authorized Representative of Provider — Date

Document ID: [illegible]

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Charlotte County Public Schools ("Originating LEA") which is dated 11/29/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

billing@smartpass.app

SmartPass, Inc.

Name of Provider

BY: Mary Anne Laracochea Date: 11/29/2023

Printed Name: MARY ANNE LARACOCHEA Title/Position: VP Of Operations

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between Charlotte County Public Schools (Originating LEA) and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

SCHOOL DISTRICT NAME: _____

DESIGNATED REPRESENTATIVE OF LEA:

Name: _____ Title: _____

Address: _____

Telephone Number: _____ Email: _____

Document Ref: XNTEB-CWFC4-JJXA-NHFGT

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

Check those that apply	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

Providers/Operators are to comply with the Florida Student Online Personal Information Protection Act, Florida Statute 1006.1494. This Act (effective 7/1/2023 and initiated from SB 662 in 2023) establishes new and different terms than those outlined in the National Student Data Privacy Agreement contained herein. Providers/Operators are subject to all of the Act's privacy terms, including, but not limited to the following:

1) An operator many not knowingly do any of the following:
a) Engage in targeted advertising on the operator's site, service, or application, or targeted advertising on any other site, service, or application if the targeting of the advertising is based on any information, including covered information and persistent unique identifiers, which the operator has acquired because of the use of that operator's site, service or application for K-12 school purposes.
b) Use covered information, including persistent unique identifiers, created, or gathered by the operator's site service, or application to amass a profile of a student, except in furtherance of k-12 school purposes. ....
c) Share, sell, or rent a student's information, including covered information ....

2) An operator shall do all the following:
a) Collect no more covered information that is reasonably necessary to operate an Internet website, online service, online application, or mobile application....
b) Implement and maintain reasonable security procedures and practices appropriate to the nature of the covered information which are designed to protect it from unauthorized access destruction, use, modification, or disclosure.
c) Unless a parent or guardian expressly consents to the operator retaining a student's covered information, delete the covered information at the conclusion of the course, or corresponding program and no later than 90 days after a student is no longer enrolled in a school within the district, upon notice by the school district.

EXHIBIT "H"

Additional Terms or Modifications

Version _____

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." 818-1/4715859.1)

NONE

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Charlotte County Public Schools ("Originating LEA") which is dated 11/29/2023 to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address:

billing@smartpass.app

SmartPass, Inc.

Name of Provider

BY: Mary Anne Laracochea Date: 11/29/2023

Printed Name: MARY ANNE LARACOCHEA Title/Position: VP Of Operations

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between Charlotte County Public Schools

By: *Tyler Brim* Date: 2024-07-10

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District
DESIGNATED REPRESENTATIVE OF LEA:
Name: Tyler Brim
Title: Systems Support Specialist
Address: 32063
Phone: 904-259-6251
Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.27

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Read Works.

ATTACHMENTS:
08.05.2024.Approval of Read Works DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Read Works.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

Agreement #DSPA-1920-_____

Approved: _____

DATA SHARING AND PRIVACY AGREEMENT (STAND ALONE)

BETWEEN

HERNANDO COUNTY SCHOOL DISTRICT

and

ReadWorks

_____

CONTRACTOR NAME

Term (Maximum of 3 Years):

Start Date: 05/27/2023 _____

End Date: 06/30/2026 _____

Administrator Responsible: Caitlyn Meagher Educator Support Specialist _____

Printed Name / Title Department

This Data Sharing and Privacy Agreement ("DSPA") is made and entered into as of the last date signed below, by and between HERNANDO COUNTY SCHOOL DISTRICT (hereinafter referred to as "LEA"), a body corporate pursuant to s. 1001.40, Florida Statute, whose principal place of business is 919 N. Broad Street, Brooksville, FL 34601 and Readworks, **(hereinafter referred to as "Contractor")**, whose principal place of business is P.O. Box 24673, Brooklyn, NY 11202.The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Contractor has agreed to provide ("LEA") with certain educational services ("Services") as identified in Attachment "5" – Statement of Work or Proposal; and

WHEREAS, in order to provide the Services, the Contractor 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 (34 CFR Part 99), Children's Online Privacy Protection Act ("COPPA"), at 15 U.S.C. 6501-6506 (16 CFR Part 312), and Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98); and

WHEREAS, the documents and data transferred from LEA and/or accessed by the Contractor in the performance of the Services are also subject to state privacy laws; and

WHEREAS, this Agreement complies with Florida Statutes Sections 1001.41 and 1002.22 and Federal laws; and

WHEREAS, the Parties wish to enter into this DSPA to ensure that accessing and/or transferring of data resulting from the performance of the Services complies with the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

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

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DSPA**. For Contractor to provide services to the LEA it may become necessary for the LEA to share certain Data related to the LEA's students, employees, business practices, and/or intellectual property. This agreement describes responsibilities to protect Data between the LEA and Contractor.

2. **Nature of Services Provided**. The Contractor has agreed to provide the following digital educational services described below and as may be further outlined in Attachment "5" – Statement of Work or Proposal attached hereto:

3. **Data to Be Provided**. In order to perform the Services described in the Service Agreement, LEA shall provide the categories of data described below or as indicated in the Schedule of Data, attached hereto as Attachment "1".

4. **DSPA Definitions**. The definitions of terms used in this DSPA are found in Attachment "2".

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Data Property of LEA**. All Data transmitted to the Contractor pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Contractor further acknowledges and agrees that all copies of such Data transmitted to the Contractor, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data. The Parties agree that as between them all rights, including all intellectual property rights in and to Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA and Pursuant to 34 CFR §§ 99.31(a)(1) and 99.7(a)(3)(iii), the Contractor will provide to LEA the specified services the LEA could otherwise use its employees to perform. Contractor agrees that for purposes of this Agreement, it will be designated a "School Official," under the control and direction of the LEA as it pertains to the use of data, with "legitimate educational interests" as those terms have been interpreted and defined

under FERPA. Contractor may transfer student-generated content to a separate account, according to the procedures set forth below. Contractor agrees to abide by FERPA and Fla. Stat. 1002.22 while performing its service for the LEA.

2. **Parent Access**. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Data on the student's records. Contractor shall respond in a reasonably timely manner (and no less than 10 days from the date of request) to the LEA's request for Data in a student's records held by the Contractor to view or correct as necessary. In the event that a parent of a student or other individual contacts the Contractor to review any of the Data accessed pursuant to the Services, the Contractor shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. Contractor shall, at the request of the LEA, transfer Student-Generated Content to a separate student account.

4. **Third Party Request**. Should a Third Party, including law enforcement and government entities, contact Contractor with a request for data held by the Contractor pursuant to the Services, the Contractor shall redirect the Third Party to request the data directly from the LEA. Contractor shall notify the LEA in advance of a compelled disclosure to a Third Party. The Contractor will not use, disclose, compile, transfer, or sell the Data and/or any portion thereof to any third party or other entity or allow any other third party or other entity to use, disclose, compile, transfer or sell the Data and/or any portion thereof.

5. **No Unauthorized Use**. Contractor shall not use Data for any purpose other than as explicitly specified in the Service Agreement.

6. **Subprocessors**. Contractor shall enter into written agreements with all Subprocessors, listed in Attachment "4", performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Data in a manner consistent with the terms of this DSPA.

ARTICLE III: DUTIES OF LEA

1. **Provide Data In Compliance With State and Federal Law**. LEA will allow Contractor access to data necessary to perform the Services and pursuant to the terms of this DSPA and in compliance with FERPA, COPPA, PPRA, and all other privacy statutes cited in this DSPA.

2. **Annual Notification of Rights.** If the LEA has a policy of disclosing education records under 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, and determine whether Contractor qualifies as a school official.

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

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

ARTICLE IV: DUTIES OF CONTRACTOR

1. **Privacy Compliance**. The Parties expect and anticipate that Contractor may receive personally identifiable information in education records from the District only as an incident of service or training that Contractor provides to the LEA pursuant to this Agreement. The Contractor shall comply with all applicable State and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Florida Statutes Sections 1001.41 and 1002.22, and all other privacy statutes cited in this DSPA. The Parties agree that Contractor is a "school official" under FERPA and has a legitimate educational interest in personally identifiable information from education records because for purposes of the contract, Contractor: (1) provides a service or function for which the LEA would otherwise use employees; (2) is under the direct control of the LEA with respect

to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records

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. Contractor also acknowledges and agrees that it shall not make any re-disclosure of any Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Data, without the express written consent of the LEA.

3. **Employee Obligation**. Contractor shall require all employees and agents who have access to Data to comply with all applicable provisions of this DSPA with respect to the data shared under the Service Agreement. Contractor agrees to require and maintain an appropriate confidentiality agreement from each employee or agent with access to Data pursuant to the Service Agreement.

4. **No Disclosure**. Contractor may use aggregate data only for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Contractor agrees not to attempt to re-identify de-identified Data and not to transfer de-identified 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 LEA who has provided prior written consent for such transfer. Contractor shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Contractor shall dispose of or delete all 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 sixty (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 Contractor to maintain Data obtained under the Service Agreement beyond the time-period reasonably needed to complete the disposition. Disposition shall include:

   a. (1) the shredding of any hard copies of any Data; (2) Data Destruction; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable. Contractor shall provide written notification to LEA when the Data has been disposed of. The duty to dispose of 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 DSPA. The LEA may employ a "Directive For Disposition of Data", a copy of which is attached hereto as Attachment "3". Upon receipt of a request from the LEA, the Contractor will immediately provide the LEA with any specified portion of the Data within three (3) calendar days of receipt of said request.

6. **Advertising Prohibition**. Contractor is prohibited from using or selling Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, targeted advertising, or other commercial efforts by Contractor; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Contractor from generating legitimate personalized learning recommendations.

7. **Access to Data**. Contractor shall make Data in the possession of the Contractor available to the LEA within five (5) business days of a request by the LEA.

ARTICLE V: DATA PROVISIONS

1. **Data Security** . The Contractor agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of Contractor are set forth below. Contractor may further detail its security programs and measures in Attachment 4 hereto. These measures shall include, but are not limited to:

   a. Passwords and Employee Access. Contractor shall secure usernames, passwords, and any other means of gaining access to the Services or to Data by using a form of multi-factor authentication (MFA) at a minimum level equivalent to the level delineated in Article 4.3 of NIST 800-63-3. Contractor shall only provide access to Data to employees or contractors that are performing the Services.

b. Security Protocols. Both parties agree to maintain security protocols that meet industry best practices in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Contractor 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.

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

d. Security Technology. When the service is accessed using a supported web browser, Secure Socket Layer ("SSL") or equivalent technology shall be employed to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Contractor shall host data pursuant to the Service Agreement in an environment using a firewall that is periodically updated according to industry standards.

e. Security Coordinator. Contractor shall provide the name and contact information of Contractor's Security Coordinator for the Data received pursuant to the Service Agreement, pursuant to Attachment "4".

f. Subprocessors Bound. Contractor may enter into written agreements whereby Subprocessors, listed in Attachment "4" agree to secure and protect Data in a manner consistent with the terms of this Article V. Contractor shall periodically conduct or review compliance monitoring and assessments of Subprocessors to determine their compliance with this Article.

g. Periodic Risk Assessment. Contractor further agrees to conduct periodic risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner. Upon request, Contractor will provide the LEA with the results of the above risk assessments and will promptly modify its security measures as needed based on those results in order to meet its obligations under this DSPA.

h. Backups. Contractor agrees to maintain backup copies, backed up at least daily, of Data in case of Contractor's system failure or any other unforeseen event resulting in loss of Data or any portion thereof.

i. Audits. Upon receipt of a request from the LEA, the Contractor will allow the LEA to audit the security and privacy measures that are in place to ensure protection of the Data. The Contractor will cooperate fully with the LEA and any local, state, or federal agency with oversight authority/jurisdiction in connection with any audit or investigation of the Contractor and/or delivery of Services to students and/or LEA, and shall provide full access to the Contractor's facilities, staff, agents and LEA's Data and all records pertaining to the Contractor, LEA and delivery of Services to the Contractor. Failure to cooperate shall be deemed a material breach of the DSPA.

2. Data Confidentiality - Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information including Personally Identifiable Information (PII), protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to LEA or an individual identified with the data or information in Contractor's custody.

a. Contractor certifies that it has implemented policies and procedures to protect against reasonably foreseeable unauthorized access to, or disclosure of, District Data or PII, and to prevent other reasonably foreseeable events that may result in substantial harm to District or any individual student identified in such PII.

b. Contractor shall not permit District Data or PII to be maintained or stored on any Mobile Device or Portable Storage Medium unless such is being used in connection with Vendor's backup and recovery procedures and/or encrypted

c. Contractor shall not, without the express prior written consent of District:
   - Maintain or store District Data or PII outside of the United States,

- Transmit District's Data or PII to any contractors or subcontractors located outside of the United States,
- Distribute, repurpose or share District Data or PII with any Partner Systems not used for providing services to the District,
- Use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any commercial purpose [or for any other purposes],
- Use PII or any portion thereof to develop commercial products or services,
- Use any PII for any other purpose other than in connection with the services provided to the District,
- Engage in targeted advertising, based on the data collected from the District

3. **Data Breach**. Contractor certifies that it has implemented policies and procedures addressing a potential Security Breach and that it possesses an up to date Security Breach response plan. Such plan shall be made available, upon request, to the District.

Contractor shall comply with all applicable federal and state laws that require notification to individuals, entities, state agencies, or federal agencies in the event of a Security Breach including the State of Florida Database Breach Notification process.

Contractor agrees to comply with the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify LEA immediately and to indemnify, hold harmless, and defend LEA and its officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

4. When Contractor reasonably suspects and/or becomes aware of a disclosure or security breach concerning any Data covered by this Agreement, Contractor shall notify the LEA immediately and mitigate the damage of such security breach to the greatest extent possible.

a. Subject to the following requirements, the Contractor shall provide a security breach notification to the LEA.

i. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

ii. The security breach notification described above in section 2(a)(i) shall include, at a minimum, the following information:

1) The name and contact information of the reporting individual subject to this section.
2) A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
3) 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.
4) 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.
5) A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

iii. The security breach notification must include at least:

1) Information about what the Contractor has done to protect individuals whose information has been breached.
2) Advice on steps that the person whose information has been breached may take to protect himself or herself.

3) Information about the steps the Contractor has taken to cure the breach and the estimated timeframe for such cure.

b. Contractor agrees to adhere to all requirements in applicable state and federal law with respect to a data breach related to the Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

c. Contractor further 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 Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

d. Contractor further agrees that it will provide the notification directly to LEA and will fully cooperate, and assist as specifically requested by LEA, with all efforts by the LEA to notify the affected parent, legal guardian or eligible student of the unauthorized access, which shall include the information listed in subsection (a) above.

e. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the DSPA may, at the LEA's discretion, result in the LEA immediately terminating the Service Agreement and any other agreement for goods and services with Contractor. Termination does not absolve the Contractor's responsibility to comply with the disposition procedures of Data.

ARTICLE VI: MISCELLANEOUS

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

2. **Termination**. In the event that either party seeks to terminate this DSPA, 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 Contractor shall dispose of all of LEA's Data pursuant to Article IV, section 5.

4. **Priority of Agreements**. This DSPA shall govern the treatment of Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes cited in this DSPA.

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 designated representatives before:

   The designated representative for the Contractor for this Agreement is:

   Terry G Bowman
   Executive Director
   P.O. Box 24673, Brooklyn, NY 11202

   The designated representative for the LEA for this Agreement is:

   Superintendent of Schools
   Hernando County School District
   919 N. Broad Street
   Brooksville, FL 34601

6. **Severability**. Any provision of this DSPA 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 DSPA, 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 DSPA or affecting the validity or enforceability of such provision in any other jurisdiction.

7. **Authority**. Contractor represents that it is authorized to bind to the terms of this DSPA, including confidentiality and destruction of Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Data and portion thereof is stored, maintained or used in any way.

8. **Waiver**. Waiver by any party to this DSPA of any breach of any provision of this DSPA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSPA shall not operate as a waiver of such right. All rights and remedies provided for in this DSPA are cumulative. Nothing in this DSPA shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of the LEA, its officers, employees, and agents as a result of the execution of this DSPA or performance of the functions or obligations described herein.

9. **Assignment**. None of the parties to this DSPA may assign their rights, duties, or obligations under this DSPA, either in whole or in part, without the prior written consent of the other party to this DSPA.

ARTICLE VII- 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 this to any other school district who signs the acceptance in said Exhibit.

[*Signature Page Follows*]

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

CONTRACTOR: ReadWorks

BY: Terry G. Bowman Date: 06/27/23

Printed Name: Terry G Bowman Title/Position: Executive Director

Address for Notice Purposes: P.O. Box 24673, Brooklyn, NY 11202

LEA: Hernando County School District

BY: _____ Date: _____

Printed Name: John Stratton Title/Position: Superintendent

Address for Notice Purposes: 919 N. Broad Street, Brooksville, FL 34601

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Attachment "1" – Schedule of Data
Attachment "2" – Definitions
Attachment "3" – Directive for Disposition of Data
Attachment "4" – Data Security
Attachment "5" – Scope of Work or Quote
Attachment "6" – Terms of Use/Privacy Policy

Attachment "1"

SCHEDULE OF DATA

Category of Data	Elements	Initial if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	TB
Application Technology Meta Data	Other application technology meta data Please specify:	
Application Use Statistics	Meta data on user interaction with application	TB
Assessment	Standardized test scores	
Assessment	Observation data	
Assessment	Other assessment data Please specify:	
Attendance	Student school (daily) attendance data	
Attendance	Student class attendance data	
Communication	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
Demographics	Place of Birth	
Demographics	Gender	
Demographics	Ethnicity or race	
Demographics	Specialized education services (IEP or 504)	
Demographics	Living situations (homeless/foster care)	
Demographics	Language information (native, preferred or primary language spoken by student)	
Demographics	Other indicator information Please specify:	
Enrollment	Student school enrollment	
Enrollment	Student grade level	TB
Enrollment	Homeroom	
Enrollment	Guidance counselor	
Enrollment	Specific curriculum programs	
Enrollment	Year of graduation	
Enrollment	Other enrollment information Please specify:	
Category of Data	**Elements**	**Initial if used by**

		your system
Parent/Guardian Contact Information	Address	
Parent/Guardian Contact Information	Email	
Parent/Guardian Contact Information	Phone	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
Schedule	Teacher names	
Special Indicator	English language learner information	TB
Special Indicator	Low income status - SES Free and Reduced	
Special Indicator	Medical alerts/health data	
Special Indicator	Student disability information	
Student Contact Information	Address	
Student Contact Information	Email	
Student Contact Information	Phone	
Student Identifiers	Local (School district) ID number	
Student Identifiers	Vendor/App assigned student ID number	
Student Identifiers	Student app username	
Student Identifiers	Student app passwords encrypted only for SSO	TB
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 Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	TB
Student work	Other student work data Please specify:	
Transcript	Student course grades	
Transcript	Student course data	
Transcript	Student course grades/performance scores	
Transcript	Other transcript data Please specify:	
Transportation	Other transportation data Please specify:	
Category of Data	**Elements**	**Initial if used by**

		your system
Other	Please list each additional data element used, stored or collected through the services defined in Exhibit A	
Other		
Other		
Other		
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Attachment "2"

DEFINITIONS

Contractor: The term "Contractor" means the Contractor 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. This term shall encompass the term "Third Party," as it is found in applicable statutes.

Data: Data shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that the District (or any authorized end user(s)) uploads or enters through their use of the product. Data also specifically includes all personally identifiable information in education records, directory data, and other non-public information for the purposes of Florida and Federal laws and regulations. Data as specified in Attachment "1" is confirmed to be collected or processed by the Contractor pursuant to the Services.

Data Destruction: Provider shall certify to the District in writing that all copies of the Data stored in any manner by Provider have been returned to the District and permanently erased or destroyed using industry best practices to assure complete and permanent erasure or destruction. These industry best practices include, but are not limited to, ensuring that all files are completely overwritten and are unrecoverable. Industry best practices do not include simple file deletions or media high level formatting operations.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the 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. For purposes of this DSPA, Educational Records are referred to as Data.

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

Personally Identifiable Information (PII): includes but is not limited to: personal identifiers such as name, address, phone number, dates of birth, Social Security number, and student or personnel identification number; "personal information student records", personally identifiable information contained in student education records as that term is defined in the Family Educational Rights and Privacy Act ("FERPA"), 20 UCS §1232g; "protected health information" as the term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; "nonpublic personal information" as the term is defined in the Gramm-Leach-Bailey Financial Modernization Act of 1999, 15 USC §6809; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers; and state-or federal identification numbers such as passport, visa or state identify card numbers; and "covered information". In addition, Personally Identifiable Information" or PII" shall include, but are not limited to, Data, metadata, and user or student-generated content obtained by reason of the use of Contractor's software, website, serve, or app, including mobile apps, whether gathered by Contractor or provided by LEA or its users, students, or students' parents/guardians, includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow reasonable persons to be able to identify a student to a reasonable certainty. For purposes of this DSPA, Personally Identifiable Information shall include the categories of information listed in the definition of Data.

School Official: For the purposes of this Agreement 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 education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

Service Agreement: Refers to the Contract or Purchase Order that this DSPA supplements and modifies.

Student -Generated Content: The term "student-generated content" means materials or content created by a student 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 student content.

Student Records: Means both of the following: (1) Any information that directly relates to a student that is maintained by LEA and (2) any information acquired directly from the student through the use of instructional software or applications assigned to the student by a teacher or other LEA employee. For the purposes of this Agreement, student Records shall be the same as Educational Records.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Contractor, who Contractor uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

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 Contractor'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" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of student 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 "Contractor."

Attachment "3"

DIRECTIVE FOR DISPOSITION OF DATA blank till time to wrap up data

_____ directs _____ to dispose of data obtained by Company pursuant to the terms of the Service Agreement between LEA and Company. 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:

_____

_____ 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:

3. Timing of Disposition

Data shall be disposed of by the following date:

☐ As soon as commercially practicable

☐ By _____

4. Signature

_____ _____
Authorized Representative of LEA Date

5. Verification of Disposed Data

Approved as to Form

Nancy McClain Alfonso

_____ _____
Authorized Representative of Company Date

General Counsel, HCSB

Attachment "4"

DATA SECURITY contractor

1. **Security Coordinator Information:**

Jeff Fleishacker
Named Security Coordinator

jeff@readworks.org
Email of Security Coordinator

Phone Number of Security Coordinator

2. **Subprocessor List:**

3. **Additional Data Security Requirements:**

www.readworks.org/privacy

Authorized Representative of Company Date

OPTIONAL EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the LEA to any other school district ("Subscribing LEA") who accepts this General Offer though its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the next page for the Subscribing LEA. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provide by LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

ReadWorks

BY: Terry G. Bowman Date: 06/27/2023

Printed Name: Terry G Bowman Title/Position: Executive Director

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA's individual information is contained on the next page. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

BY: Kerri Wall Date: 10/23/23

Printed Name: Kerri Wall Title/Position: Senior Administrator of Instructional Technolo

SCHOOL DISTRICT NAME: School District of Indian River County

DATE: 10/23/23

DESIGNATED REPRESENTATIVE OF LEA:

Name: Kerri Wall
Title: Senior Administrator of instructional Tech
Address: 6500 57th Street, Vero Beach, FL 32967
Telephone Number: 772-564-3042
Email: kerri.wall@indianriverschools.org

COUNTY OF LEA: Indian River

Approved as to Form

Nancy McClain Alfonso

General Counsel, HCSB

Revised 5-1-2019

Authorized Representative of Company Date

OPTIONAL EXHIBIT "E"
GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and the LEA to any other school district ("Subscribing LEA") who accepts this General Offer though its signature below. The Provider agrees that the information on the next page will be replaced throughout the Agreement with the information specific to the Subscribing LEA filled on the next page for the Subscribing LEA. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provide by LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify the LEA in the event of any withdrawal so that this information may be transmitted to the Subscribing LEAs.

ReadWorks

BY: Terry G. Bowman Date: 06/27/2023

Printed Name: Terry G Bowman Title/Position: Executive Director

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA's individual information is contained on the next page. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

By: *Tyler Brim* Date: 2023-11-01

Printed Name: Tyler Brim Title: Systems Support Specialist

SCHOOL DISTRICT NAME: Baker County School District
DESIGNATED REPRESENTATIVE OF LEA:
Name: Tyler Brim
Title: Systems Support Specialist
Address: 32063
Phone: 904-259-6251
Email: tyler.brim@bakerk12.org

AGENDA ITEM NO. 8.28

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Thomas Hill - (259-0429)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the Data Sharing Agreement with Houghton Mifflin.

ATTACHMENTS:
08.05.2024.Approval of Houghton Mifflin DSA_T.Hill.pdf

Baker County Public Schools
Sherrie Raulerson, Superintendent of Schools
270 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-6251 www.bakerk12.org Fax: (904) 259-1387

July 22, 2024

Mrs. Sherrie Raulerson, Superintendent of Schools
Baker County School Board Members
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson and School Board Members:

The purpose of this letter is to request School Board approval of the attached "Data Sharing Agreement" between the Baker County School District and Houghton Mifflin.

Please do not hesitate to contact me with any questions that you may have about this contract.

Sincerely,

Thomas Hill

Thomas Hill
Executive Director of Teaching and Learning
(904) 259-0429

STANDARD STUDENT DATA PRIVACY AGREEMENT

(NDPA Standard Version 1.0)

Baker County School District

and

Houghton Mifflin Harcourt Publishing Company

Version: 1r7

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This document may only be used by A4L Community members and may not be altered in any substantive manner.

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: Baker County School District

located at 392 South Blvd E, Macclenny FL 32063 (the "**Local Education Agency**" or "**LEA**") and

Houghton Mifflin Harcourt Publishing Com , located at 125 High Street, Boston, MA 02110 (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: Tyler S. Brim Title: Systems Support Specialist

Address: 392 South Blvd E Macclenny FL 32063

Phone: 904-259-6251 Email: tyler.brim@bakerk12.org

The designated representative for the Provider for this DPA is:

Name: Lisa Jacobson Title: Sr Director, Bids and Contracts

Address: 125 High Street, Boston, MA 02110

Phone: 617.351.5415 Email: lisa.jacobson@hmhco.com

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

LEA Baker County School District

By: Date: 08/09/2023

Printed Name: Tyler S. Brim Title/Position: Systems Support Specialist

Houghton Mifflin Harcourt Publishing Company

By: Date: August 9, 2023

Printed Name: Lisa Jacobson Title/Position: Sr Director, Bids and Contracts

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

All products on the following platforms: Classcraft, Ed, SAM, Thinkcentral, HMOF, Writable, Waggle, Amira, WileyPLUS and VitalSource.

EXHIBIT "B"

SCHEDULE OF DATA

Ed Platform

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: writing scores	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify: (Class enrollment)	✓
Parent/Guardian Contact Information	Address	
	Email	

Category of Data	Elements	Check if Used by Your System
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	✓
	Teacher names	✓
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	✓
	Phone	☐
Student Identifiers	Local (School district) ID number	✓
	State ID number	☐
	Provider/App assigned student ID number	✓
	Student app username	✓
	Student app passwords	✓
Student Name	First and/or Last	✓
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.	✓
	Other student work data -Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐

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

EXHIBIT "B"

SCHEDULE OF DATA

SAM platform

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: Performance-based Assessment Scores; Universal Screener and Progress Monitoring Scores; Curriculum-embedded Assessment Scores	✓
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	✓
	Place of Birth	
	Gender	✓
	Ethnicity or race	✓
	Language information (native, or primary language spoken by student)	✓
	Other demographic information-Please specify: Demographics as specified by the district	✓
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	✓

Category of Data	Elements	Check if Used by Your System
	Phone	✓
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	✓
Schedule	Student scheduled courses	✓
	Teacher names	✓
Special Indicator	English language learner information	✓
	Low income status	✓
	Medical alerts/ health data	
	Student disability information	✓
	Specialized education services (IEP or 504)	✓
	Living situations (homeless/foster care)	
	Other indicator information-Please specify: Please see SAM Data Management Manual: https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_Hosting_DMM_7-20.pdfStudent Contact InformationAddressEmailPhoneStudent IdentifiersLocal (School district) ID numberXState ID number	✓
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.	
	Other student work data -Please specify:	
Transcript	Student course grades	✓
	Student course data	✓

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	✓
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: Please see SAM Data Management Manual: https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_Hosting_DMM_7-20.pdf	✓
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "B"

SCHEDULE OF DATA

HMOF Platform

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: (Performance-based Assessment Scores; Universal Screener and Progress Monitoring Scores; Curriculum-embedded Assessment Scores)	✓
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	✓
	Place of Birth	
	Gender	✓
	Ethnicity or race	✓
	Language information (native, or primary language spoken by student)	✓
	Other demographic information-Please specify: (Supported / Not Required: Special Services; English Proficiency; Special Conditions; Economic Status)	✓
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify: (Any data element that will connect a student to a class being taught by a teacher for the active date; districts often decide what elements they want to use to build a unique class/roster.)	✓
Parent/Guardian Contact Information	Address	
	Email	

Category of Data	Elements	Check if Used by Your System
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	✓
	Teacher names	✓
Special Indicator	English language learner information	✓
	Low income status	✓
	Medical alerts/ health data	☐
	Student disability information	✓
	Specialized education services (IEP or 504)	✓
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify: (Whatever special indicators the district sees fit to share and report on; it is an option / supported, but is not required.)	✓
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.	✓
	Other student work data -Please specify: (Notes; Annotations; Highlights)	✓
Transcript	Student course grades	☐
	Student course data	✓

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

EXHIBIT "B"

SCHEDULE OF DATA

Thinkcentral platform

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: (Performance-based Assessment Scores; Universal Screener and Progress Monitoring Scores; Curriculum-embedded Assessment Scores)	✓
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	✓
	Ethnicity or race	✓
	Language information (native, or primary language spoken by student)	✓
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	✓
	Student grade level	✓
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify: (Class Enrollment	✓
Parent/Guardian Contact Information	Address	
	Email	

Category of Data	Elements	Check if Used by Your System
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	✓
	Teacher names	✓
Special Indicator	English language learner information	✓
	Low income status	✓
	Medical alerts/ health data	☐
	Student disability information	✓
	Specialized education services (IEP or 504)	✓
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	☐
	Phone	☐
Student Identifiers	Local (School district) ID number	✓
	State ID number	✓
	Provider/App assigned student ID number	✓
	Student app username	✓
	Student app passwords	✓
Student Name	First and/or Last	✓
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.	✓
	Other student work data -Please specify: (Notes; Annotations; Highlights)	✓
Transcript	Student course grades	☐
	Student course data	✓

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

EXHIBIT "B"

SCHEDULE OF DATA

Waggle Platform

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	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	✓
	Place of Birth	☐
	Gender	✓
	Ethnicity or race	✓
	Language information (native, or primary language spoken by student)	✓
	Other demographic information-Please specify: Customer demographics as specified by District	✓
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	✓

Category of Data	Elements	Check if Used by Your System
	Phone	✓
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	✓
Schedule	Student scheduled courses	✓
	Teacher names	✓
Special Indicator	English language learner information	✓
	Low income status	✓
	Medical alerts/ health data	
	Student disability information	✓
	Specialized education services (IEP or 504)	✓
	Living situations (homeless/foster care)	
	Other indicator information-Please specify: Please refer to the Student Achievement Manager (SAM)Data Management Manualprovided at the following: https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_DMM_3_x.pdf	✓
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.	
	Other student work data -Please specify:	
Transcript	Student course grades	✓
	Student course data	✓

Category of Data	Elements	Check if Used by Your System
	Student course grades/ performance scores	✓
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application: Please refer to the SAM Data Management Manualprovided at the following: https://www.hmhco.com/product-support/content/techsupport/sam/manuals/HMHSAM_DMM_3_x.pdf	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "B"

SCHEDULE OF DATA

Writable Platform

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: writing scores	✓
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	✓
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify: (Class enrollment; classes do have a grade level.)	✓
Parent/Guardian Contact Information	Address	
	Email	

Category of Data	Elements	Check if Used by Your System
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	✓
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	✓
	Phone	☐
Student Identifiers	Local (School district) ID number	✓
	State ID number	☐
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	✓
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.	✓
	Other student work data -Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐

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

EXHIBIT "B"

SCHEDULE OF DATA

Wiley Platform

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	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	

Category of Data	Elements	Check if Used by Your System
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	✓
	Phone	☐
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐
	Provider/App assigned student ID number	☐
	Student app username	☐
	Student app passwords	☐
Student Name	First and/or Last	✓
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.	☐
	Other student work data -Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐

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

EXHIBIT "B"

SCHEDULE OF DATA

Amira Platform

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: (Google Analytics; see https://www.amiralearning.com/privacy-policyfor details.)	✓
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify: Anonymous demographic informationmay be collected in the future.	✓
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, or primary language spoken by student)	
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	
	Student grade level	
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	

Category of Data	Elements	Check if Used by Your System
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	☐
	Phone	☐
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐
	Provider/App assigned student ID number	☐
	Student app username	✓
	Student app passwords	✓
Student Name	First and/or Last	✓
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.	☐
	Other student work data -Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐

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

EXHIBIT "B"

SCHEDULE OF DATA

VitalSource

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	☐
	Student class attendance data	☐
Communications	Online communications captured (emails, blog entries)	☐
Conduct	Conduct or behavioral data	☐
Demographics	Date of Birth	☐
	Place of Birth	☐
	Gender	☐
	Ethnicity or race	☐
	Language information (native, or primary language spoken by student)	☐
	Other demographic information-Please specify:	☐
Enrollment	Student school enrollment	☐
	Student grade level	☐
	Homeroom	☐
	Guidance counselor	☐
	Specific curriculum programs	☐
	Year of graduation	☐
	Other enrollment information-Please specify:	☐
Parent/Guardian Contact Information	Address	☐
	Email	☐

Category of Data	Elements	Check if Used by Your System
	Phone	☐
Parent/Guardian ID	Parent ID number (created to link parents to students)	☐
Parent/Guardian Name	First and/or Last	☐
Schedule	Student scheduled courses	☐
	Teacher names	☐
Special Indicator	English language learner information	☐
	Low income status	☐
	Medical alerts/ health data	☐
	Student disability information	☐
	Specialized education services (IEP or 504)	☐
	Living situations (homeless/foster care)	☐
	Other indicator information-Please specify:	☐
Student Contact Information	Address	☐
	Email	☐
	Phone	☐
Student Identifiers	Local (School district) ID number	☐
	State ID number	☐
	Provider/App assigned student ID number	☐
	Student app username	✓
	Student app passwords	✓
Student Name	First and/or Last	✓
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.	☐
	Other student work data -Please specify:	☐
Transcript	Student course grades	☐
	Student course data	☐

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

EXHIBIT "B"

SCHEDULE OF DATA

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

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

Category of Data	Elements	Check if Used by Your System
	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

[**Insert Name of District or LEA**] 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:

Insert categories of data here

_____ 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:

Insert or attach special instructions

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By Enter Date

4. Signature

_____ _____

Authorized Representative of LEA Date

5. Verification of Disposition of Data

_____ _____

Authorized Representative of Provider Date

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)
X	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 Florida

Version _____

[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).]

None.

EXHIBIT "H"

Additional Terms or Modifications

Version 1

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

See Below

Exhibit H

The Parties would like to make the following changes to the Agreement:

From **6. Notices** delete 'e-mail transmission, or'

Article I: Purpose and Scope

1. **Purpose of DPA:** Replace 'Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data.' with 'Provider shall be under the direct control and supervision of the LEA, with respect to the use and maintenance of Student Data'

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA:** Replace 'All Student Data transmitted' with 'All Student Data provided by the LEA.'

   At the end of the clause, add the following: 'Notwithstanding the foregoing, Provider retains all right, title and interest in and to any and all of Provider's software, materials, tools, forms, documentation, training and implementation materials and intellectual property (collectively, "Provider Materials".) Provider grants to LEA a personal, nonexclusive license to use the Provider materials for its own non-commercial, incidental use as set forth in the end user license agreement accompanying such Provider Materials and as contemplated herein.'

2. **Parent Access:** Delete ', and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services.

   In addition, insert the word 'written' in 'LEA's request'.

3. **Separate Account:** Delete this entire clause.

ARTICLE IV: DUTIES OF PROVIDER

4. **No Disclosure:** Delete 'aggregate summaries of'

5. **De-identified Data:** Delete ', and (b) prior written notice has been given to the LEA who has provided prior written consent for such transfer.'

   Delete 'or indirectly' and delete 'of the manner in which de-identified data is presented'

   Replace "De-Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes" with "De-Identified Data, defined as aggregate data from which no student can be individually identified, may be used by the Provider for those purposes allowed under FERPA and the following purposes"

6. **Disposition of Data:** Delete '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.'

Delete ‘or placed in a separate student account pursuant to section II 3’.

Replace ‘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”’ with the following ‘Upon receipt of a written request from the LEA, Provider will promptly employ Exhibit “D”. ‘

ARTICLE V: DATA PROVISIONS

2. **Audits:** Replace ‘ten (10) business days’ with ‘thirty (30) days’ notice’

   Add to the end of the clause: Such audits shall be made during normal business hours, and not take longer than one (1) business day. Such audits shall be subject to scheduling according to the mutual convenience of the parties.’

3. **Data Security:** Replace ‘The provider shall implement an adequate’ with ‘The provider shall implement a commercially reasonable.’

4. **Data Breach:** Replace ‘In the event of an unauthorized release’ with ‘In the event of an actual unauthorized release’

   Delete from 1. ii. ‘or are reasonably believed to have been’

   Add in (2) ‘assisting with the LEA’s’ in front of notification.

   Delete from (3) ‘best practices and’ and replace with ‘commercially reasonable practices and’.

   Delete from (3) ‘upon request, with a summary of said written incident response plan’ and replace with ‘upon written request, with a summary of said written incident response plan containing non-proprietary information.’

   Delete from (4) ‘LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.’ and replace with ‘Only the LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians. Provider is prohibited from directly contacting affected students, parents or guardians.’

   Delete from (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.’ and replace with ‘In the event of a breach originating from LEA’s use of the Service that is not attributable to the Provider, Provider shall reasonably cooperate with LEA to the extent necessary to expeditiously secure Student Data, but shall not bear any financial responsibility in doing so.’

ARTICLE VII: MISCELLANEOUS

1. **Termination.** Delete ‘Either party may terminate this DPA and any service agreement or contract if the other party breaches any terms of this DPA.’ and replace with ‘Either party may terminate this DPA and any Service Agreement or contract while in effect if the other party materially breaches any terms of this DPA, provided that the other party has been given notice of such breach, in writing, and has had a reasonable period of time, but in no event less than forty-five (45) days, to remedy such breach prior to termination.’

2. **Effect of Termination Survival.** After 'terminated', add 'then upon written request by LEA,'

3. **Priority of Agreements.** Add 'data protection' in front of 'terms of this DPA'.

7. **Successors Bound.** Delete clause and replace with the following '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, any such successor will assume the obligations of this DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it has a material objection to the successor to whom the Provider is selling, merging, or otherwise disposing of its business, provided that all payments that are owed or due, in part or in full, under any Service Agreement or otherwise between the LEA and Provider in existence at the time of such succession, are paid prior to termination.'

EXHIBIT "E"

GENERAL OFFER OF TERMS

1. OFFER OF TERMS

Provider offers the same privacy protections found in this DPA between it and **BAKER COUNTY SCHOOL DISTRICT** ("Originating LEA") which is dated _____, to any other LEA ("Subscribing LEA") who accepts this General Offer of Privacy Terms ("General Offer") through its signature below. This General Offer shall extend only to privacy protections, and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the Subscribing LEA may also agree to change the data provided by Subscribing LEA to the Provider to suit the unique needs of the Subscribing LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statues; (2) a material change in the services and products listed in the originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Subscribing LEAs should send the signed **Exhibit "E"** to Provider at the following email address: ashley.poreda@hmhco.com

***Provider Name** Houghton Mifflin Harcourt Publishing Company

BY: Lisa A. Jacobson

Date: August 9, 2023

Printed Name: Lisa Jacobson

Title/Position: Sr Director, Bids and Contracts

1. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the Baker and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

The School Board of _____County, Florida

BY: _____

Date:_____

Printed Name: _____

Title/Position: _____

SCHOOL DISTRICT NAME: THE SCHOOL BOARD OF _____ COUNTY, FLORIDA
DESIGNATED REPRESENTATIVE OF LEA:

Name: _____

Title: _____

Address: _____

Telephone Number: _____
Email:_____

AGENDA ITEM NO. 8.29

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Michael Green - (259-0444)

ITEM TYPE: Agreement

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval to Renew the Agreement with ProCare Therapy to Provide Board Certified Behavior Analysts and Interventionists Effective August 2, 2024 - May 30, 2025. Funding Source: ESSER III/ARP, IDEA, Mental Health Allocation, and Stronger Connections Grant.

ATTACHMENTS:
08.05.2024.Approval of 24-25 ProCare Agreement_M.Green.pdf

Baker County Public Schools
Exceptional Student Education
420 South 8th St., Macclenny, Florida 32063
Telephone: (904) 259-7825 www.bakerk12.org Fax: (904) 259-9099

July 18, 2024

Sherrie Raulerson, Superintendent
Baker County School District
392 South Boulevard East
Macclenny, FL 32063

I would like to request School Board approval to renew the agreement between the Baker County School Board and ProCare Therapy. With approval this agreement will provide our students with a Board Certified Behavior Analyst and a Behavior Interventionist beginning August 2, 2024 and continue through May 30, 2025. Funding for these services will be paid through the ESSER III/American Rescue Plan until September 30, 2024. Beginning October 1, 2024, the I.D.E.A, Mental Health Allocation and the Stronger Connections will become the funding sources.

If you have any questions please contact me at (904)259-7825 or michael.green@bakerk12.org

Sincerely,

Michael Green Jr., Director
Exceptional Student Education/
Student Services

MG:cm

ADDENDUM A
Client Assignment Confirmation

This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and New Direction Solutions, LLC dba ProCare Therapy ("ProCare" or "the Company"). Client will pay ProCare for hours worked by Consultant on the following terms:

Assignment Details

ProCare Consultant: Breanna Henes

School District Name (Client): Baker County School District

Start Date: 08/02/2024 End Date: 05/30/2025

Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.

Position: BCBA

Bill Rate per hour: $74.00 Minimum Hours per week: 37.5

Overtime Rate per hour: 1.5 times Bill Rate

Billing Workweek: Monday – Friday

Miscellaneous: --

Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax-exempt entity.

If the Company's Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Option of virtual services will be offered by the Company in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Subvendor for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to $22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date.

-

BlazerWorks Account Manager Information: Colleen Bayliss
colleen.bayliss@blazerworks.com
+1 6784591110

173643 - Baker County School District

Michael Green

Michael Green
Director of Student Services/Exceptional Student Education
July 17, 2024 14:24 UTC
IP: 208.75.175.44

Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.

ADDENDUM A
Client Assignment Confirmation

This Client Assignment Confirmation is entered into and executed as of the signature date below and supplements the Client Services Agreement between the Client and New Direction Solutions, LLC dba ProCare Therapy ("ProCare" or "the Company"). Client will pay ProCare for hours worked by Consultant on the following terms:

Assignment Details

ProCare Consultant: Nicole Bittner

School District Name (Client): Baker County School District

Start Date: 07/23/2024 End Date: 05/30/2025

Start and End dates are subject to change based on the credentialing and licensure process as well as adjustment in the school district's calendar.

Position: Behavior Interventionist Teacher

Bill Rate per hour: $74.00 Minimum Hours per week: 37.5

Overtime Rate per hour: 1.5 times Bill Rate

Billing Workweek: Monday – Friday

Miscellaneous: --

Sales tax or gross receipts tax will be added to professional fees if required or allowed by state law and client is not a tax-exempt entity.

If the Company's Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Option of virtual services will be offered by the Company in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Subvendor for a period of (12) months after the latest date of introduction, referral, or end of contract placement. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to $22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date.

-

BlazerWorks Account Manager Information: Colleen Bayliss
colleen.bayliss@blazerworks.com
+1 6784591110

173643 - Baker County School District

Michael Green

Michael Green
Director of Student Services/Exceptional Student Education
July 17, 2024 18:15 UTC
IP: 208.75.175.44

Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless ProCare is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.

AGENDA ITEM NO. 8.30

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Traci Wheeler - (259-6776)

ITEM TYPE: Assessment

AGENDA SECTION: **APPROVAL OF ROUTINE ITEMS**

SUBJECT: Approval of the 2024-2025 Uniform Statewide Assessment Calendar.

ATTACHMENTS:
08.05.2024.Approval of 24-25 Uniform Statewide Assessment Calendar_T.Wheeler.pdf

Baker County Public Schools
Title I and Special Programs District Office
312 South Boulevard East
Macclenny, Florida 32063
(904) 259-6776

July 23, 2024

Sherrie Raulerson, Superintendent
Baker County School District
270 South Boulevard East
Macclenny, FL 32063

Superintendent Raulerson,

I respectfully request that the attached 2024-2025 Uniform Statewide Assessment Calendar be placed on the School Board Meeting Agenda for board approval. According to Florida Statute, this calendar must be approved by the board, provided to the Florida Department of Education, and published on the district and school websites.

Please contact me if you have any questions or need additional information.

Thank you for your consideration of this request.

Sincerely,

Traci Wheeler

Traci Wheeler
Director of Accountability and Special Programs

2024–25 Uniform Statewide Assessment Calendar

According to Section 1008.22(7)(b), Florida Statutes (F.S.), and State Board of Education Rule 6A-1.094224, Florida Administrative Code (F.A.C), the uniform assessment calendar must be published on the Florida Department of Education (FDOE) website by January of each year for, at a minimum, the following two school years. Prior to posting, FDOE will complete sections 1 through 4 with the appropriate information.

Each school district must then complete the uniform calendar with district-required assessment information, publish the calendar to the district website, and provide it to the FDOE by October 1 of each school year. Districts must provide completed calendars to schools and include the calendar in their parent guides. In addition, each school must publish the completed calendar on its website.

The statewide assessment information provided by the Department in sections 1 through 4 should not be altered; however, districts may otherwise modify and populate this template to accurately indicate their assessment schedules for the school year.

1. Glossary of Assessment Terms

The following glossary includes definitions of assessment terms and explanations of acronyms used throughout this template. The FDOE will populate this section with state-level terms in addition to those specified in s. 1008.22(7)(i), F.S. Districts may add rows as needed for additional glossary terms that are specific to district-required assessments but should not modify any FDOE-provided information.

Acronym/Term	Definition
ACCESS for ELLs	Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners (ELLs)
Accommodation	Per Rule 6A-1.0943, F.A.C., "Accommodations are defined as adjustments to the presentation of the statewide standardized assessment questions, methods of recording examinee responses to the questions, scheduling for the administration of a statewide standardized assessment to include amount of time for administration, settings for administration of a statewide standardized assessment, and the use of assistive technology or devices to facilitate the student's participation in a statewide standardized assessment."
B.E.S.T.	Benchmarks for Excellent Student Thinking
CBT	Computer-Based Test
CLT	Classic Learning Test
Concordant and Comparative Scores	Concordant and comparative scores refer to scores that have been determined by establishing a relationship between assessments that measure similar (but not identical) constructs, such as the Algebra 1 End-of-Course Assessment and the SAT. In statute, concordant refers to scores associated with the ELA assessment and comparative refers to scores associated with the Algebra 1 assessment. A student can meet assessment graduation requirements by earning a concordant or comparative score as specified in Rule 6A-1.09422, F.A.C.
Diagnostic	Assessments that measure students' understanding of a subject area or skills base, which allow teachers and educators to evaluate student learning, focusing on strengths and areas of need.
District Window	The selected dates within the statewide window during which a district will administer a given assessment.
District-Required Assessments	Assessments required by the school district for students in a specific grade or course.
ELA	English Language Arts
EOC	End-of-Course
Evaluative	Assessments that measure student proficiency at selected intervals in order to compare change over time and to compare state-level results.

2024–25 Uniform Statewide Assessment Calendar

Acronym/Term	Definition
FAA	Florida Alternate Assessment; The FAA—Datafolio is designed to provide meaningful information about students with the most significant cognitive disabilities who typically do not have a formal mode of communication and are working at pre-academic levels. The FAA—Performance Task is a performance-based assessment for students with the most significant cognitive disabilities aligned to the state's alternate academic achievement standards.
FAST	Florida Assessment of Student Thinking
FCLE	Florida Civic Literacy Exam
Formative	Formative assessments are the formal and informal ways that teachers and students gather and respond to evidence of student learning. Formative assessments are part of teaching in the classroom. Formative assessments will not result in a score that will appear on a student's report card, but they serve the greater purpose of informing both students and teachers on what changes need to happen in classroom instruction to better serve the needs of individual students.
Interim	Interim assessments are administered on a smaller scale (i.e., school or district) with results that can be used at the classroom level or aggregated at the school- or district-level. Depending on the design, interim assessments can be used to predict a student's ability to succeed on a summative assessment, to evaluate a program, or to diagnose student learning gaps.
NAEP	National Assessment of Educational Progress
PBT	Paper-Based Test
PM1	The baseline administration of FAST Progress Monitoring in the beginning of the school year.
PM2	The midyear administration of FAST Progress Monitoring in the middle of the school year.
PM3	The summative administration of FAST Progress Monitoring at the end of the school year; the statewide, standardized ELA assessment for students in grades 3 through 10 and the statewide, standardized Mathematics assessment for students in grades 3 through 8.
Progress Monitoring	The process used to determine whether a student's academic performance is improving, at what rate it is improving, and how effective instruction has been. In accordance with s. 1008.25(9)(b)1., F.S., the progress monitoring assessments for VPK through grade 2 must be administered at least three times within a program year or school year, as applicable, with the first administration occurring no later than the first 30 instructional days after a student's enrollment or the start of the program or school year, the second administration occurring midyear, and the third administration occurring within the last 30 days of the program or school year. In accordance with s. 1008.25(9)(b)2., F.S., the progress monitoring assessments for grades 3 through 10 must be administered at the beginning, middle, and end of the school year.
PSAT/NMSQT	Preliminary SAT/National Merit Scholarship Qualifying Test
Summative	Assessments that evaluate student mastery of Florida's academic standards at or near the conclusion of the course of instruction.
Statewide, Standardized Assessments	All assessments required by s. 1008.22, F.S.
Statewide Window	The range of dates during which districts and/or schools may choose to administer a given assessment.
Testing Time	The amount of time individual students are each given to respond to test items on each test.
VPK	Florida's Voluntary Prekindergarten Education Program

2024–25 Uniform Statewide Assessment Calendar

2. Test, Type, and Purpose/Use

FDOE will populate this section with information related to state-level tests. Districts may add rows as needed to define district-required tests, test type, and their purpose/use in the district, but they should not modify any FDOE-provided information. If additional types are added, define applicable types in the glossary.

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
ACCESS for ELLs	Diagnostic	Measure English language acquisition of ELLs	s. 1003.56, F.S. Rule 6A-6.0902, F.A.C. Rule 6A-6.09021, F.A.C. Rule 6A-6.0903, F.A.C. Rule 6A-1.09432, F.A.C
Alternate ACCESS	Diagnostic	Measure English language acquisition of ELLs with significant cognitive disabilities	
ACT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.
CLT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.
FAST PM1 and PM2	Diagnostic/Progress Monitoring	Provides information in mastering the appropriate grade-level standards and provides information on students' progress to parents, teachers, and school and program administrators. Used to provide data for accountability of the Voluntary Prekindergarten Education Program.	s. 1002.68, F.S. s. 1008.25(9), F.S. Rule 6M-8.601, F.A.C.
FCLE	Summative	If passed, exempts students from the postsecondary civic literacy assessment requirement established by s. 1007.25(4), F.S.	s. 1003.4282(3)(d), F.S. s. 1007.25(5)(b), F.S.
B.E.S.T. Writing	Summative	Purpose: statewide, standardized assessments, including FAST PM3, measure student achievement of Florida's academic standards Required uses: third grade retention; high school standard diploma; EOC assessments as 30% of course grade; school grades; school improvement rating; district grades; School Improvement; Federal Percent of Points Index (FPPI); Department of Juvenile Justice (DJJ) accountability rating; Value-Added Model (VAM); scholar designation; Credit Acceleration Program; school improvement plans; school, district, state, and federal reporting; assessment provisions for students in scholarship programs and stationed on military bases; New Worlds Reading Initiative;	s. 1002.38, F.S. s. 1002.394, F.S. s. 1002.395, F.S. s. 1002.40, F.S. s. 1002.45, F.S. s. 1002.68, F.S. s. 1003.4156, F.S. s. 1003.4282, F.S. s. 1003.4285, F.S. s. 1003.433, F.S. s. 1003.485, F.S. s. 1004.04, F.S.
EOC	Summative		
FAST PM3	Progress Monitoring/Summative		
FAA—Performance Task	Summative		
FAA—Datafolio	Portfolio		
Statewide Science Assessment	Summative		

2024–25 Uniform Statewide Assessment Calendar

Test	Type	Purpose/Required Use	Statutory Authority/Required Use Citation
		Reading Achievement Initiative for Scholastic Excellence (RAISE) Program	s. 1004.85, F.S. s. 1008.213, F.S. s. 1008.22, F.S. s. 1008.25, F.S. s. 1008.33, F.S. s. 1008.34, F.S. s. 1008.341, F.S. s. 1008.365, F.S. s. 1012.34, F.S. s. 1012.56, F.S. Rule 6A-1.09422, F.A.C. Rule 6A-1.094221, F.A.C. Rule 6A-1.094222, F.A.C. Rule 6A-1.0943, F.A.C. Rule 6A-1.09432, F.A.C. Rule 6A-1.09981, F.A.C. Rule 6A-1.099811, F.A.C. Rule 6A-1.099822, F.A.C. Rule 6A-5.0411, F.A.C. Rule 6A-6.0531, F.A.C. Rule 6A-6.0532, F.A.C.
NAEP	Evaluative	Measure student performance for comparison among state and national populations over time	s. 1008.22, F.S.
PreACT	Summative	Inform course placement	s. 1007.35, F.S.
PSAT/NMSQT	Summative	Inform course placement; can be used as a concordant or comparative score to meet Algebra 1 assessment graduation requirements	s. 1007.35, F.S. Rule 6A-1.09422, F.A.C.
SAT	Summative	Inform course placement; can be used as a concordant or comparative score to meet assessment graduation requirements; provide postsecondary opportunities	s. 1008.22, F.S. Rule 6A-1.09422, F.A.C.

3. Required Statewide Assessments

The following assessments are required for students as indicated in the **Students to Be Tested** column. FDOE will complete this section with the required statewide assessments. Districts should then populate the **District Window** column for each assessment in the table but should not modify any FDOE-provided information.

2024–25 Uniform Statewide Assessment Calendar

When calculating total test time in Section 6, do not include times for assessments indicated by grey rows, which indicate duplicate assessment windows (e.g., EOCs), assessments that take the place of another assessment, or assessments that do not have a specified testing time.

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
VPK FAST PM1	Students enrolled in VPK	First 30 instructional days after a student's enrollment or the start of a program year or school year	August 12, 2024 – September 23, 2024	CBT	10–20 minutes	Immediately following test completion
FAST PM1	Kindergarten–Grade 1 ELA Reading	August 5–September 27, 2024[1]	August 12, 2024 – September 27, 2024	CBT[2]	10–20 minutes	Immediately following test completion
FAST PM1	Grade 2 ELA Reading	August 5–September 27, 2024[1]	August 12, 2024 – September 27, 2024	CBT[2]	15–20 minutes	Immediately following test completion
FAST PM1	Kindergarten–Grade 2 Mathematics	August 5–September 27, 2024[1]	August 12, 2024 – September 27, 2024	CBT[2]	20–30 minutes	Immediately following test completion
FAST PM1	Grades 3–10 ELA Reading	August 12–September 27, 2024	August 12, 2024 – September 27, 2024	CBT[2]	90 minutes[3]	Immediately following test completion
FAST PM1	Grades 3–5 Mathematics	August 12–September 27, 2024	August 12, 2024 – September 27, 2024	CBT[2]	80 minutes[3]	Immediately following test completion
FAST PM1	Grades 6–8 Mathematics	August 12–September 27, 2024	August 12, 2024 – September 27, 2024	CBT[2]	100 minutes[3]	Immediately following test completion
FAA—Datafolio[4]	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 1: September–October 2024	September 2024 – October 2024	PBT	Varies/Untimed	June 2025

2024–25 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAA—Datafolio[4]	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 2: November–December 2024	November 2024 – December 2024	PBT	Varies/Untimed	June 2025
FCLE	Students enrolled in associated courses	November 4–December 20, 2024	November 4, 2024 - December 20, 2024	CBT[2]	160 minutes[5]	Immediately following test completion
VPK FAST PM2	Students enrolled in VPK	Midyear	December 2, 2024 – January 24, 2025	CBT	10–20 minutes	Immediately following test completion
FAST PM2	Kindergarten–Grade 1 ELA Reading	December 2, 2024–January 24, 2025	December 2, 2024 – January 24, 2025	CBT[2]	10–20 minutes	Immediately following test completion
FAST PM2	Grade 2 ELA Reading	December 2, 2024–January 24, 2025	December 2, 2024 – January 24, 2025	CBT[2]	15–20 minutes	Immediately following test completion
FAST PM2	Kindergarten–Grade 2 Mathematics	December 2, 2024–January 24, 2025	December 2, 2024 – January 24, 2025	CBT[2]	20–30 minutes	Immediately following test completion
FAST PM2	Grades 3–10 ELA Reading	December 2, 2024–January 24, 2025	December 2, 2024 – January 24, 2025	CBT[2]	90 minutes[3]	Immediately following test completion
FAST PM2	Grades 3–5 Mathematics	December 2, 2024–January 24, 2025	December 2, 2024 – January 24, 2025	CBT[2]	80 minutes[3]	Immediately following test completion
FAST PM2	Grades 6–8 Mathematics	December 2, 2024–January 24, 2025	December 2, 2024 – January 24, 2025	CBT[2]	100 minutes[3]	Immediately following test completion

2024–25 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAA—Datafolio[4]	Grades 3–10 ELA (Reading & Writing); Grades 3–8 Mathematics; Grades 5 & 8 Science; and Algebra 1, Biology 1, Civics, Geometry, & U.S. History EOCs	Collection Period 3: February–March 2025	February 2025 – March 2025	PBT	Varies/Untimed	June 2025
FAA—Performance Task[6]	Grades 3–8 ELA & Mathematics; Grades 4–8 Writing; Grades 5 & 8 Science; and Civics EOC	February 24–April 11, 2025	February 24, 2025 – April 11, 2025	PBT	Varies/Untimed	June 2025
ACT[7]	Grade 11 students in districts that selected ACT	March–April 2025	March–April 2025	CBT	175 minutes	3–8 weeks after test administration
CLT[7]	Grade 11 students in districts that selected CLT	March–April 2025	N/A	CBT	120 minutes	Within 8 business days
SAT[7]	Grade 11 students in districts that selected SAT	March–April 2025	N/A	CBT	134 minutes	2–4 weeks after test administration
FAA—Performance Task[6]	Grades 9 & 10 ELA; Grades 9 & 10 Writing; and Algebra 1, Biology 1, Geometry, and U.S. History EOCs	March 10–April 25, 2025	March 10, 2025 – April 25, 2025	PBT	Varies/Untimed	June 2025
B.E.S.T. Writing	Grades 4–10	March 31–April 11, 2025	March 31, 2025 – April 11, 2025	CBT[2]	120 minutes[5]	June 2025
FCLE	Students enrolled in associated courses	March 31–May 30, 2025	March 31, 2025 – May 30, 2025	CBT[2]	160 minutes[5]	Immediately following test completion
VPK FAST PM3	Students enrolled in VPK	The last 30 days of the program or school year	April 16, 2025 – May 28, 2025	CBT	10–20 minutes	Immediately following test completion

2024–25 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAST PM3	Kindergarten ELA Reading	April 14–May 30, 2025[8]	April 14, 2025 – May 30, 2025	CBT[2]	10–20 minutes	Immediately following test completion
FAST PM3	Grades 1–2 ELA Reading	April 14–May 30, 2025[8]	April 14, 2025 – May 30, 2025	CBT[2]	15–20 minutes	Immediately following test completion
FAST PM3	Kindergarten–Grade 2 Mathematics	April 14–May 30, 2025[8]	April 14, 2025 – May 30, 2025	CBT[2]	20–30 minutes	Immediately following test completion
FAST PM3	Grades 3–10 ELA Reading	May 1–30, 2025	May 1–30, 2025	CBT[2]	120 minutes[3]	Immediately following test completion
FAST PM3	Grades 3–5 Mathematics	May 1–30, 2025	May 1–30, 2025	CBT[2]	100 minutes[3]	Immediately following test completion
FAST PM3	Grades 6–8 Mathematics	May 1–30, 2025	May 1–30, 2025	CBT[2]	120 minutes[3]	Immediately following test completion
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs	Students enrolled in associated courses	May 1–30, 2025	May 1–30, 2025	CBT[2]	160 minutes[3]	Immediately following test completion
Statewide Science	Grades 5 and 8	May 1–30, 2025	May 1–30, 2025	CBT[2]	160 minutes[3]	Immediately following test completion

[1] K–2 FAST assessments for PM1 must be administered within the first 30 instructional days of the school year.

[2] Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

[3] Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

[4] The FAA—Datafolio is designed for students with the most significant cognitive disabilities for whom participation in the general statewide assessment or the FAA—Performance Task is inappropriate, even with accommodations.

[5] Any student who has not completed the test by the end of the allotted time may continue working up to half the length of a typical school day.

[6] The FAA—Performance Task is designed for students with the most significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

[7] Each district must choose to administer the ACT, CLT, or SAT. Complete the row for the assessment chosen by your district and then change the background for the assessment not chosen to gray and leave the district window cell blank.

[8] K–2 FAST assessments for PM3 must be administered within the last 30 instructional days of the school year.

2024–25 Uniform Statewide Assessment Calendar

4. Statewide Assessments for SELECT Students

The following assessments are only intended for selected students/students in certain sub-groups. The FDOE will complete this section with the applicable statewide assessments. Districts should then populate the **District Window** column for the assessments in the table below but should not modify any FDOE-provided information. If an assessment is not being administered in your district, indicate "N/A" in the District Window column.

Because the tests included in this section are not administered to all students or, in some cases, are optional for students, the testing time for these tests should not be included in the total testing time calculated in Section 6.

Assessment	Students to Be Tested[3]	Statewide Window	District Window	Mode	Testing Time	Results Expected
FAST Grade 10 ELA Reading Retake		September 9–October 4, 2024	September 9, 2024 – October 4, 2024	CBT[1]	120 minutes[2]	Immediately following test completion
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs		September 9–October 4, 2024	September 9, 2024 – October 4, 2024	CBT[1]	160 minutes[2]	Immediately following test completion
FAA—Performance Task[4] Grade 10 ELA and Algebra 1 EOC Makeup		September 23–October 11, 2024	September 23, 2024–October 11, 2024	PBT	Varies/Untimed	December 2024
PSAT/NMSQT	Grade 10	October 2024	October 2024	PBT	165 minutes	January 2025
PreACT	Grade 10	October 2024–April 2025	N/A	PBT	150 minutes	Approximately 2 weeks after testing
NAEP Long-Term Trend	Select students age 9, 13, and 17	Age 13: October–December 2024 Age 9: January–March 2025 Age 17: March–May 2025	N/A	CBT	90 minutes	Summer 2026
FAST Grade 10 ELA Reading Retake		December 2–20, 2024	December 2–20, 2024	CBT[1]	120 minutes[2]	Immediately following test completion
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs		December 2–20, 2024	December 2–20, 2024	CBT[1]	160 minutes[2]	Immediately following test completion

2024–25 Uniform Statewide Assessment Calendar

Assessment	Students to Be Tested[3]	Statewide Window	District Window	Mode	Testing Time	Results Expected
ACCESS for ELLs	Grades K–12 currently classified as ELL with "LY" code	January 20–March 14, 2025	January 20, 2025 – March 14, 2025	PBT	Kindergarten: 45 minutes Grades 1–12: 105–245 minutes (varies by grade-level/tier)	June 2025
Alternate ACCESS	Grades K–12 with significant cognitive disabilities and currently classified as ELL with "LY" code	January 20–March 14, 2025	January 20, 2025 – March 14, 2025	PBT	120 minutes	June 2025
FAST Grade 10 ELA Reading Retake		May 1–30, 2025	May 1–30, 2025	CBT[1]	120 minutes[2]	Immediately following test completion
FAST Grade 10 ELA Reading Retake		July 14–25, 2025	July 14–25, 2025	CBT[1]	120 minutes[2]	Immediately following test completion
Algebra 1, Geometry, Biology 1, Civics, and U.S. History EOCs		July 14–25, 2025	July 14–25, 2025	CBT[1]	160 minutes[2]	Immediately following test completion

[1] Paper-based accommodations (e.g., regular print, large print, braille, one-item-per-page) for computer-based tests are available to eligible students if indicated as an accommodation on an IEP or Section 504 plan.

[2] Any student who has not completed the session by the end of the allotted time may continue working; however, testing must be completed within the same school day.

[3] If indicated, "applicable students" relates to the sub-group(s) of students who *may* take that assessment; it does not indicate that all students throughout the state in that sub-group will take that assessment. Assessments for which no applicable student group is listed are available to students as needed but are not limited to any specific sub-group.

[4] The FAA—Performance Task is designed for students with the most significant cognitive disabilities for whom participation in the general statewide assessment is inappropriate, even with accommodations.

5. District-Required Assessment Information

Complete the table below with assessments that are required for all schools in the district.

Assessment	Students to Be Tested	District Window	Mode	Testing Time	Results Expected
N/A					
N/A					
N/A					

2024–25 Uniform Statewide Assessment Calendar

6. Estimates of Total Testing Time by Grade Level

Estimates of average time for administering state-required and district-required assessments (listed in Sections 3 and 5 above) by grade level. Subject-based assessments should be included with the grade level to which they are most likely to be administered (e.g., Biology 1 with grade 9).

Grade Level	Statewide Assessments[1]			District Assessments[1]			Approximate Total Testing Time (In Minutes)
	Range of Minutes	Median Number of Minutes	% Net Instructional Time[2]	Range of Minutes	Median Number of Minutes	% Net Instructional Time[2]	
VPK	30–60	45	0.10%	0	0	0	30–60
K	90–150	120	0.28%	0	0	0	90–150
1	95–150	122.5	0.28%	0	0	0	95–150
2	105–150	127.5	0.30%	0	0	0	105–150
3	560	560	1.30%	0	0	0	560
4	680	680	1.26%	0	0	0	680
5	840	840	1.56%	0	0	0	840

[1] In accordance with Senate Bill 2524 § 45 (Chapter 2022-154, § 45, Laws of Florida), the Department must collect from each school district, by grade level, the range and median number of minutes per school year, including as a percentage of net instructional time, students in prekindergarten through grade 5 spend on district-required assessments and coordinated screening and progress monitoring and state-required assessments and coordinated screening and progress monitoring.

[2] The percent net instructional time is based on 43,200 instructional minutes per school year for VPK through grade 3 and on 54,000 instructional minutes per school year for grades 4 through 5, per s. 1011.61, F.S.

Grade Level	Statewide Assessments	District Assessments	Approximate Total Testing Time (In Minutes)**
6	740	0	740
7	900	0	900
8	900	0	900
9	740	0	740
10	580	0	580
11	160+175/120/134[1]	0	335
12	160	0	160

[1] The amount of time for grade 11 statewide assessments will depend on whether a district selects ACT, CLT, or SAT. If ACT, use 335 minutes (160 + 175) for the grade 11 Statewide Assessments cell. If CLT, use 280 minutes (160 + 120) for the grade 11 Statewide Assessments cell. If SAT, use 294 minutes (160 + 134) for the grade 11 Statewide Assessments cell.

AGENDA ITEM NO. 9.1

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	N/A
ITEM TYPE:	Removed Routine
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of Removed Routine Items.

AGENDA ITEM NO. 9.2

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Wyatt Milton - (259-2444)
ITEM TYPE:	Transportation
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of the 2024-2025 Baker County School District Transportation Department Standard Operating Procedures and Driver's Handbook.

ATTACHMENTS:
08.05.2024.Approval of 24-25 Transportation Operating Procedures and Driver Handbook_W.Milton.pdf

Baker County Public Schools
Transportation Department
Sherrie Raulerson, Superintendent of Schools
392 South Boulevard East, Macclenny, Florida 32063
Telephone: (904) 259-2444 www.bakerk12.org Fax: (904) 259-9173

July 22, 2024

Mrs. Sherrie Raulerson
Superintendent
Baker County School District
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson,

The purpose of this letter is to request the *Baker County School District Transportation Department Standard Operating Procedures and Driver's Handbook* be considered for review and approval by the Baker County School Board. We have worked diligently during the year to update the document. A summary of the changes proposed has been enclosed.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Wyatt Milton

Wyatt Milton
Director of Transportation
Baker County School District

Proposed changes to the Baker County School District Department of Transportation *Standard Operating Procedures and Driver's Handbook*

Page	Section	Synopsis	Old Language	Proposed New Language
15	A, 3R	Change in language to reflect Florida Statue 316.183	*To drive always at a safe speed and never in excess of the legally posted speed in business or residential district or fifty-five (55) miles per hour outside business or residential districts.*	To always drive at a safe speed, never exceeding the legally posted speed limit. The maximum speed in business and residential districts must be 30 MPH.
21	B, 3C	Line expanded to reflect re-employment of employees who have had a 12+ month break in service	*Has successfully completed a minimum of eight (8) hours of in-service training within the preceding 12 months.*	If not more than a twelve continuous calendar month break in service has occurred, an operator shall be required to complete eight (8) hours of in-service training related to their responsibilities for transporting students prior to driving a school bus with students. If a period exceeding twelve (12) calendar month break in service has occurred, the operator shall be required to successfully complete forty (40) hours of pre-service training.
24	C, 2B	Removal of red flag indicator system. Buses are now equipped with a child remember system.	*Complete post-trip inspection checking for damage to interior and exterior of bus. Indicate that there are no students left on the bus by displaying red flag from rear door. This flag should be displayed any time the bus is parked and unattended.*	Complete post-trip inspection checking for damage to interior and exterior of the bus. Indicate there are no students left on the bus by pressing the child-check button.
25	C, 2P	Updating the procedures in procuring a substitute driver.	*Follow prescribed procedures in securing a substitute bus driver. As soon as a substitute has been contacted, notify the Transportation Office of your impending absence, with an estimated length of absence and the name of the substitute driving your assigned route.*	Notify the Director of Transportation as soon as possible regarding the need for a substitute driver.

26	C, 3	Removal of notification of meetings by written letter	*You are required by law to attend bus driver training classes as directed by the Transportation Supervisor. These classes will be on a reimbursable basis. The duration of any one session will not exceed two and one half hours except for the beginning of the year session. You will be notified by letter of the dates selected for these sessions. Only the Transportation Supervisor may give you an excused absence.*	You are required by law to attend bus driver training classes as directed by the Transportation Supervisor. These classes will be on a reimbursable basis. The duration of any one session will not exceed two and one half hours except for the beginning of the year session. Only the Transportation Supervisor may give you an excused absence.
28	D, 1D	Change in timeline for turning in inspection sheets from weekly to bi-weekly	*D. Pre-trip inspection forms must be turned in by the driver to the Transportation Department on a weekly basis.* *E. Pre-trip inspection forms will be turned into the Transportation Office each Monday morning for the previous week.* *F. Place the pre-trip inspection form in the appropriate place in the downstairs of the Transportation Office.*	Pre-trip inspection forms must be turned in by the driver to the Transportation Secretary on a bi-weekly basis.
28	D, 1E	Removal of line-redundant	*See above*	See above
28	D, 1F	Removal of line-redundant	*See above*	See above

38	F, 4	Updating of Discipline Procedures - We have moved to handling as much discipline in house as possible. We coordinate with the schools when issues are severe or need additional help.	*A) The reporting of misconduct by a student(s) should be reported to the appropriate school using the Baker County School District Administration Action Referral and following the proper disciplinary procedures.* *B) All sections should be completed before turning in the form, including the category check off list. Try to be as clear as you can in describing the conduct of the student(s), as this will facilitate school personnel in dealing with the problem.* *C) Turn in the Baker County School District Administration Action Referral to the Transportation Office as soon as possible after each incident. After the referrals have been reviewed by the Transportation Office, the forms will be transferred to the appropriate schools and a copy will be returned to you via the mail box system.* *D) Referrals must be turned into the Transportation Office within 48 hours (2 working days) of the date of the incident.* *E) You may request a conference with school personnel if you feel the need to further explain what happened in a certain situation.* *F) Remember: you have turned the problem over to the school to solve.*	The reporting of misconduct by a student (s) should be reported to the appropriate school official following the proper disciplinary procedures. A. Drivers should utilize the School Bus Tracking Form to record interventions and parent contact for minor infractions. Once the form is completed, it should be turned in to the Transportation Director within 48 hours of completion. The Director will then facilitate the handling of such problems by working with the school.

50	I, 1	Updating of Substitute Driver Information - Removal of prior procedures of a driver procuring their own substitute. This is no longer the case and the Transportation Director now facilitates filling of vacancies.	*Drivers are required to obtain their own substitutes. A list of available substitutes and their phone number will be provided. In addition, a log will be maintained in the Transportation office to document acceptance or refusal of the substitute. Notify the Transportation Secretary daily of your attempts to secure a substitute. Only in case of a true emergency will the Transportation Department obtain a substitute for you, if possible.*	If the need for a substitute arises, the driver must notify the Transportation Director and the Shop Manager in a timely manner. These individuals will be responsible for finding a substitute for the bus route.
53	I, 10D	Removal of line. We no longer have two service trucks.	*The service truck is Unit A, and the white truck is Unit B.*	
54	I, 11B	We have made a decision to alter this language. We do not want kids on the side of the road if we can help it. We view it as a liability issue. If the need arises, it needs to be discussed with the Director and not solely the decision of the driver.	*On heavily traveled thoroughfares, drivers will insist that students remain on the school bus during the breakdown. In sparsely populated areas, where traffic is not a hazard, drivers may let groups of students off at a time while waiting for the mechanic/substitute bus. Careful judgment by each driver should be exercised when making this decision.*	Drivers will insist that students remain on the school bus during the breakdown unless otherwise determined by the Director of Transportation.

Baker County School District
Department of Transportation

Standard Operating Procedures
and
Driver's Handbook

Mission Statement

The mission of the Baker County School District Department of Transportation is to provide the safest, most cost efficient and convenient transportation service possible. Our drivers, technicians, support, and administrative staff will strive to develop a work environment that is conducive to achieving this mission.

We will always be reminded that our students, parents and schools are our purpose, and we shall conduct our business in a manner that serves them best.

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Section A

Statutes, State Board Rules, Responsibilities, School Board Policies as it Relates to School Bus Driver

Statues, State Board Rules, Responsibilities, School Board Policies as it Relates to School Bus Drives

This document is not all-inclusive. Other language in State Rules, Federal Regulations, Local Policies and Procedures is the responsibility of the bus driver.

1) LAWS

Section 1006.10, Florida Statues- Authority of School Bus Drivers:

A) The principal shall delegate to the school bus operator such authority as may be necessary for the control of pupils being transported to and from school, or school functions, at public expense.

B) Any pupil who persists in disorderly conduct on a school bus shall be reported to the principal by the driver of the bus and may be suspended by the principal of the school he or she attends from being transported to and from school, and school functions, at public expense.

C) The school bus operator shall preserve order and good behavior on the part of all pupils being transported but he or she shall not suspend the transportation of or give physical punishment to any pupil, or put any pupil off the bus at other than the regular stop for that pupil, except by order of the parent or principal in charge of the school the pupil attends; provided, that should an emergency develop due to conduct of pupils on the bus, the bus operator may take the steps as are reasonably necessary to protect the pupils on his or her bus.

2) **STATE BOARD RULES**- Rules 6A-3.017(3):

These responsibilities have been made part of the Baker County District School Board Policy.

A. Responsibilities of the school bus driver:
    a. To pass all required physical examinations and meet such requirements as may be prescribed by laws or rules.

    b. To be clean and neat in appearance, and to refrain from wearing shoes which are not securely held on the foot.

    c. To refrain from use of tobacco/vaping while operating the bus, and to use no profane language in the presence of the students. Drivers shall not use or be under the influence of alcohol, illicit drugs, or any substance that may impair the driver's alertness or performance while on duty. Drivers shall not carry firearms while on school board property.

    d. To prescribe, in cooperation with the principals, the seating arrangements of students on all buses.

    e. Report needed changes in school bus transportation to director or Director of Transportation including bus loads, bus deficiencies, road hazards, routes and schedules.

    f. To study and observe all laws and rules of the State Board and the school board relating to the service of transportation.

3) **RESPONSIBILITY OF SCHOOL BUS DRIVERS:**

A) It shall be the responsibility of the bus driver to perform all duties and responsibilities listed in job descriptions, directives from the Superintendent, Director of Transportation and/or principal and/or their designee.

B) Bus drivers shall also be responsible for being in compliance with Florida Statutes, State Board of Education Administrative Rules, and School Board policy.

C) Bus drivers shall be responsible for all standards and regulations referenced in the State School Bus Driver Handbook and the district's Bus Operations Manual, which by reference are made a part of these rules.

D) Any person driving a district school bus shall be required to always wear a seat belt while the bus is in operation.

E) To attend and participate in conference and training classes for school bus drivers, and be prepared at any time to pass successfully, a reasonable examination concerning traffic laws, state and local transportation regulations and driving skills.

F) To ascertain and insure that transported students observe all regulations prescribed by law and by the state and local boards.

G) To maintain order and discipline, under the direction of the school principal, on the part of every passenger.

H) To permit a student to leave the bus only at a regular stop, except upon written request of the school principal or his/her designee.

I) To instruct students leaving the bus at stops, except where a personal or mechanical traffic control is provided to cross the highway or the park strip on a divided highway in front of the bus, only after approaching vehicles have stopped. At student stops where a traffic control light, a school crossing guard, or traffic officer is directing the movement of traffic, students shall be instructed to wait at a safe distance from the roadway until a signal to cross is given by the person or device directing the flow of traffic.

J) To instruct transported students in safe riding practices. Submit a copy of the Certificate of Pupil Instruction upon completion of instruction.

K) To require all passengers to remain seated and to keep aisles and exits clear.

L) To supervise emergency evacuation drills at least twice a year as directed by the principal and turn in Certificate of Evacuation.

M) To use the bus, if it is publicly owned, only upon specific directions of the superintendent or from principal upon written authorization by the superintendent.

N) To prepare immediately after every accident involving the bus, an accident report to be filed in the office of the superintendent (Director of Transportation).

O) To activate the amber lights at a point approximately two hundred (200) feet from the student stop or at such greater distance as is necessary due to traffic speed and road conditions, as a warning to traffic that the bus is approaching a passenger stop. When the bus has stopped, the stop signal arm supplemented by flashing red lights, shall be displayed as due warning that students are being unloaded. The bus door shall not be opened to unload students until approaching traffic in the immediate vicinity of the bus has stopped.

P) To ascertain and ensure that all students are off the bus before filling fuel tank.

Q) To bring the bus to a stop at least fifteen (15) feet from the nearest rail of railroad grade crossing. The driver shall not proceed across tracks until after looking carefully in each direction, opening the door and listening for the sound of approaching train, and determining that it is safe to proceed. The bus door shall be closed before proceeding across the tracks of the railroad. Under no circumstances is a person driving a district school vehicle that transports

students permitted to drive around crossing arm gates when they are in the down position, unless directed to do so by an identified CSX employee or a uniformed law enforcement officer.

R) To always drive at a safe speed, never exceeding the legally posted speed limit. The maximum speed in business and residential districts must be 30 MPH.

S) To cooperate with duly authorized school officials, mechanics, and other personnel in the mechanical maintenance and repair of bus in overcoming hazards that threaten the safety or efficiency of service.

T) To make daily pre-trip inspection of the bus and report any defect affecting safety or economy of operation immediately to authorized personnel (Director of Transportation or Shop Manager).

U) To make post-trip inspection of bus upon completion of each route, checking for interior damage and to make certain that there are no students left on bus. Indicate an empty bus by pushing the "child check mate system" button at the back of the bus before exiting the bus.

V) To always keep the bus clean and neat, and not to affix any stickers or other unauthorized items to the interior or exterior of buses.

W) To prepare reports, keep all records required and otherwise assist school officials in mapping bus routes, planning schedules, and in obtaining information for a continuous study of all phases of transportation.

X) To report immediately to the school principal or other designated school officials, the following:
   1. Misconduct on the part of any pupil while on the bus or under his immediate supervision.
   2. Complaints requiring the attention of school authorities.
   3. Any arising hazards that would offer either an actual or potential threat to the safety of students in their care and causes for failure to maintain school bus time schedule.

Y) To maintain as far as practicable, by patient and considerate treatment of parents, a feeling of security in the safety of students transported.

Z) To refrain from the use of a cell phone or the walkie-talkie feature of a phone unless the bus is secured off of the road.

4) RESPONSIBILITIES OF TRANSPORTED STUDENTS

A student who is eligible to be transported is entitled to free transportation only so long as he/she abides by the rules of safety and personal behavior which are necessary for the operation of the school bus and the transportation service as prescribed in these rules.

A) A student who abuses his/her privilege of riding a school bus through misconduct as provided for in these rules may be suspended from the school bus or may be denied public transportation by action of the School Board. Suspension from bus privileges will not necessarily deny the student the right to attend school, provided that his/her parent or guardian provides his/her transportation.

B) A student may be put off the bus immediately by the driver only in case on an extreme emergency. In such case, the driver shall immediately notify the principal and the Director of Transportation or the Superintendent.

C) Any student riding a school bus on a regular basis or on a special trip shall have the following responsibilities:

1. To occupy the seat assigned by the driver and to always refrain from moving around while the bus is in motion.

2. To observe classroom conduct except for ordinary conversation while getting on or off the bus and while riding the bus. Under no conditions shall there be singing on the bus.

3. To obey the bus driver cheerfully and without argument and to report promptly to the principal when instructed to do so by the bus driver.

4. To warn the driver of an approaching danger if there is reason to believe that he/she is not aware of such danger.

5. To be at the place designated both morning and afternoon ready to board the bus five (5) minutes prior to the time indicated on the bus schedule.

6. To walk on the left of any road facing traffic to and from the bus stop.

7. To observe the proper rules of conduct while waiting for the bus, staying off the road and private property other than that on which the bus stop is established.

8. To wait until the bus has come to a complete stop before attempting to get on or off.

9. To enter or leave the bus only at the front door after the bus has come to a complete stop except in case of an emergency or as directed during an emergency evacuation drill.

10. To cross the highway, if necessary, after leaving the bus as follows:

a) Make certain that the bus is at a complete stop.

b) Upon alighting from the bus, stand at the side of the road within sight and hearing of the bus driver and wait for a signal from him/her to cross the road or to the parking strip.

c) Upon signal from the driver, look both ways and then proceed across the road or to the parking strip always in front of the bus.

11. To keep head, elbows, hands and feet inside the bus windows at all times except in case of an emergency egress.

12. To refrain from eating or drinking while on the bus.

13. To refrain from throwing objects inside the bus or outside the bus.

14. To refrain from the use of profanity or objectionable language and the practice of immoral conduct. There shall be no pushing, fighting or any other type of misconduct at any time.

15. To avoid damaging or defacing the bus or bus equipment.

16. To refrain from displaying any sharp instrument and from bringing any weapon of any type aboard the bus.

5) <u>SCHOOL BOARD POLICY 8.32- TOBACCO USE IN FACILITIES</u>

All uses of tobacco products in any form are prohibited in any District-owned facility at any time.

Statutory Authority: 1001.42), F.S.
Law Implemented: 386.212, 386.201-386.209, 1001.43, F.S.

6) **<u>SCHOOL BOARD POLICY 6.111- DRUG AND ALCOHOL TESTING FOR BUS DRIVERS</u>**

All persons who are required to possess a Commercial Driver's License and a Department of Education License to Drive a School Bus or Medical Examiner's Certificate (effective November 15, 1994) in order to drive or operate a board owned/leased vehicle in a safety sensitive situation, will be required to enter into and participate in a drug and alcohol testing program. This drug and alcohol testing program is authorized and being implemented to meet and comply with the Omnibus Transportation Employee Testing and Regulations of the Federal Highway Administration contained

in 49 CFR parts 40 and 382, et al, and section 1001.43, Florida Statutes. Further, this testing program will affirm a "zero tolerance" for alcohol and drug use in safety sensitive situations.

The procedures and guidelines for this testing are found in the District's Bus Operations Manual, which by reference is made part of the rules.

Authority: 1001.41, 1012.22, 1012.23, F.S.

Law Implemented: Omnibus Transportation Employee Testing Act of 1991; 112.0435; 440.102; 1001.43, F.S. 349 CFR Part 40 DOT, 49 Parts 382 & 391 Federal Highway Administration

Section B

Bus Driver Qualifications

BUS DRIVER QUALIFICATIONS

1) School Bus Driver Defined

School bus drivers are defined as any person employed or contracted to the school district to transport pre-kindergarten through grade 12 students in school buses as defined in Section 1006.25, Florida Statutes.

2) Initial Employment

At the time of initial employment, the Board shall be assured that the driver of a school bus meets the following requirements:

A. Has five (5) years of licensed driving experience.

B. Has submitted to the superintendent an online application for employment in a form prescribed by the Board.

C. Has filed a set of fingerprints for the purpose of the required background check for determining criminal record.

D. Prior to transporting students on a school bus, and before being issued a valid school bus driver's license, each driver shall meet the following qualifications:

1. Hold a valid Florida Commercial Driver's License with a Passenger (P) and a School Bus (S) endorsement.

2. Have successfully completed forty (40) hours of pre-service training consisting of at least twenty (20) hours of classroom instruction and at least twenty (20) hours of behind-the-wheel training based on the Florida Department of Education's Basic Bus Driver Curriculum.

3. Has demonstrated the ability to prepare required reports.

4. Is physically capable of operating the vehicle as determined by an annual Florida Department of Education Dexterity Test for School Bus Drivers (Form ESE 480) administered by the school district.

5. Hold a valid United States Department of Transportation Federal Motor Carrier Safety Administration Medical Examiner's Certificate (Form MCSA-5875), certifying that the applicant meets all requirements for this subsection.

F) Must pass a pre-employment drug and alcohol test.

3) Re-Employment

At the time of re-employment or re-appointment, the Board shall be assured the driver of a school bus meets the following requirements:

A. Has five (5) years of licensed experience.

B. Holds a valid Florida Commercial Driver's License with a Passenger (P) and a School Bus (S) endorsement.

C. If not more than a twelve continuous calendar month break in service has occurred, an operator shall be required to complete eight (8) hours of in-service training related to their responsibilities for transporting students prior to driving a school bus with students. If a period exceeding twelve (12) calendar month break in service has occurred, the operator shall be required to successfully complete forty (40 hours of pre-service training.

D. Is physically capable of operating the vehicle as determined by an annual Florida Department of Education Dexterity Test for School Bus Drivers (Form ESE 480) administered by the school district.

E. Hold a valid United States Department of Transportation Federal Motor Carrier Safety Administration Medical Examiner's Certificate (MCSA-5875), certifying that the applicant meets all requirements for this subsection.

4) Drivers on Year-to-Year Continuous Service

At the time of re-employment or re-appointment for those drivers on Year-to-Year Continuous Employment the School Board shall be assured the driver of a school bus meets the following requirements:

A. Has five (5) years of licensed experience.

B. Holds a valid Florida Commercial Driver's License with a Passenger (P) and School Bus (S) endorsement.

C. Has successfully completed a minimum of eight (8) hours of in-service training within the preceding 12 months.

D. Is physically capable of operating the vehicle as determined by an annual Florida Department of Education Dexterity Test for School Bus Drivers (Form ESE 480) administered by the school district.

E. Hold a valid United States Department of Transportation Federal Motor Carrier Safety Administration Medical Examiner's Certificate (MCSA-5875), certifying that the applicant meets all requirements for this subsection.

Section C

Rules

RULES

1) Rules and Regulations:

Each school bus driver is required to study and be conversationally familiar with state and county laws and regulations relating to the performance of the job of school bus driver and all changes as they occur.

2) Work Rules

A. Complete a pre-trip inspection before each trip and record it on the appropriate form. Completed pre-trip form must be turned in at the correct time (weekly).

B. Complete post-trip inspection checking for damage to interior and exterior of bus. Indicate there are no students left on the bus by pressing the child-check button.

C. Current route sheets shall be always maintained on the bus.

D. Be on time, unless detained because of mechanical reasons. Appropriate times are posted on your current route sheets.

E. Always be neat and clean while on duty. No open toed or high heeled shoes and shoes should be secure on the foot.

F. Drivers WILL NOT use tobacco products (including vapes), alcohol, and/or drugs while on duty or at any other times which violates board policy.

G. Report any vehicle maintenance problems in writing as soon as possible.

H. Do not leave your students unattended at any time, except in an emergency. If you leave the driver's seat, be sure the engine is shut down and the key is in your possession.

I. Drivers are to be on their bus while students are loading and unloading on school property.

J. Use prescribed forms for all discipline problems.

K. Complete such records and reports as required by the transportation department.

L. Attend all safety meetings and conferences as directed.

M. Obey all state and county traffic laws.

N. Obey all state laws and regulations concerning pupil transportation.

O. Drivers must drive their routes as designed and assigned by the Transportation Office, unless there is an immediate emergency or to better provide for the immediate safety and welfare of the students. Any permanent changes to the routes and stops must be approved by the Transportation Office.

P. Notify the Director of Transportation as soon as possible regarding the need for a substitute driver.

Q. Maintain a clean bus at all times. This includes sweeping (daily), cleaning of inside of windows, seats, and dash area.

R. Drivers must sign time sheets daily. Drivers not signing time sheet may not be paid until the following pay period. THIS IS A MUST FOR MAINTAINING ACCURATE RECORDS.

S. To conserve energy, drivers are requested not to idle engines for extended periods of time in the refueling line or on school campuses.

T. Do not attempt to push another vehicle with your school bus.

U. If a driver parks bus at any location overnight other than his/her home, or the bus compound, the first aid kit, fire extinguisher, and ignition key must be removed for safe keeping.

V. While driving, use seat belt at all times.

W. No eating or drinking beverages while operating the bus.

X. You will always operate your bus in a safe and responsible manner.

Y. Large bulky items are not allowed on the bus while children are being transported.

Z. Only children currently enrolled in school shall be transported on the bus.

AA. The school bus should only be used for transporting students to and from school and other school-related activities.

BB. While on the regular students' routes, drivers are not to stop the bus at any store or any unauthorized stop while students are on the bus.

3) Attendance of Driver Meetings:

You are required by law to attend bus driver training classes as directed by the Transportation Supervisor. These classes will be on a reimbursable basis. The duration of any one session will not exceed two- and one-half hours except for the beginning of the year session. Only the Transportation Supervisor may give you an excused absence.

Section D

Pre- and Post- Trip Inspection

PRE-TRIP INSPECTION

1) Pre-Trip Inspection Procedure

A. Pre-trip inspections shall be done twice daily before the morning and afternoon runs, and before transporting students on any other trip.

B. Each item on the pre-trip sheet must be checked as follows:

   a. An "O" means the item is OK.
   b. An "N" means the item needs attention.

C. If an item needs attention, or if you have any other complaint, you must write the item(s) up on the Driver's Report.

D. Pre-trip inspection forms must be turned in by the driver to the Transportation Secretary on a bi-weekly basis.

2) Pre-Trip Inspection

A. Each driver IS REQUIRED TO pre-trip inspect his/her bus prior to each morning and afternoon run, as well as any other time that the driver has left the bus. A professional driver will give his/her bus a visual inspection before each trip.

B. As soon as you step on the bus you should check to be sure that the reflectors, first aid kit, and the fire extinguisher are on the bus. (Be sure the fire extinguisher is charged.) Close the door.

C. The driver must be sure the handbrake is set and the gear shift is in the neutral position before starting the bus.

D. Start the engine and let it warm-up DO NOT PUMP THE ACCELERATOR PEDAL OR REV THE ENGINE.

E. Observe the oil pressure, ammeter, fuel temperature and air pressure gauges. DO NOT move the bus if it has less than 90 pounds of air pressure.

F. Put the left turn signal on.

G. Turn on headlights (high beam).

H. Activate the yellow caution light.

I. Turn on the clearance/amber light.

J. Check the windshield wipers.

K. Sound the horn.

L. Check the brake pedal and brake lights. This can be accomplished by (1) having another person step on the brake pedal, (2) using a stick that fits between the driver's seat and brake pedal, (3) by having the back of the bus toward an object that will show the lights are working.

M. Check emergency door (inside).

N. Check seat - secure to the floor. Get out of the driver's seat and check the yellow caution lights and left turn signal by looking out of the front windshield. Walk through the bus checking to see if the bus is clean. Open the emergency door, lean out, and check the yellow caution lights, left turn signal and the brake lights are all in working order. Walk back through the bus and check to make sure the seats are secure to the floor.

O. Check the right turn signal.

P. Activate the red arm/red loading lights.

Q. Check taillights.

R. Now step off the bus for a visual check. Check your front tires, lug nuts, and for any leakage around the wheel. Step to the front of the bus and check the clearance light, red loading lights, right turn signal, headlights (high beam), any oil, or water leakage under the engine and any new body damage or broken glass. Go to the side of the bus and check the left front tire, lug nuts, and any leakage around the wheel, check the side clearance lights, make sure the stop arm is out and both lights are flashing, that there are two amber reflectors and one red reflector on the side of the bus, any new body damage or broken glass, check both of your rear tires, lug nuts, and any leakage around the wheel. Step to the back of the bus and check clearance lights, tail lights are lit, two rear red reflectors, emergency door opens easily and the buzzer is working, any new body damage or broken glass. Go to side of the bus and check two back tires, lug nuts, and any leakage around the wheel, clearance lights, that there are two amber reflectors and one red reflector on the side of the bus, any new body damage or broken glass, and that the fuel cap is secure. Before getting back on the bus, make sure that all windows and mirrors are free of any dew or frost.

S. Get back on the bus and put the headlights on low beam and activate the 4-way hazard lights. Step to the front of the bus and make sure these lights are working. Get back on the bus.

T. Check headlights (low beam).

U. Check 4-way hazard lights.

V. Make any seat adjustments that are necessary.

W. Check your mirrors and make sure they are adjusted for you.

X. Fasten your seat belt.

Y. Check the brakes-to do this get a little motion with the bus, then touch them to make sure they are working.

Z. Check the gauges and make sure they are all working correctly before pulling away.

AA. Check wheel chair lifts where applicable.

BB. Complete the pre-trip inspection form before beginning route.

3) <u>Post-Trip Inspection</u>

A. Upon completion of route, check the interior of the bus for damage.

B. Check for students left on the bus.

C. Perform walk-around of bus to check for damage to the exterior of the bus.

Section E

Routes

1) ROUTES

A. Assignments:

1. The Transportation Department will assign routes. The Director of Transportation has the authority to create and change routes, as necessary, to provide students with the safest, best and most efficient means of transportation to and from school.

2. Transfers
   a) Any openings for vacant routes will be filled first from the list of regular route drivers. If more than one driver requests a transfer, the decision will be based on the guidelines set in the Non-Instructional Contract, as well as where the driver lives in relationship to the route, type of route, etc.

3. Substitute Drivers
   a) If no regular route driver desires a transfer to an open route, substitutes will be given the next consideration.

B. Route Sheets:

1. Each driver is required to complete current routing cards during the first three (3) weeks of school and each time during the year an adjustment or change is made. The current route card is to include the actual bus stop times, description, location and address of the stop, and whether the stop is over/under two miles.

2. All changes of the bus routes or times must be coordinated with the Director of Transportation before they are put into effect. No driver has the authority to institute any change on his or her own accord.
   a) A new route card must be filled out for any new stop added to a route.

3. Current and up to date route sheets are to be maintained and kept on the bus at all times.

4. A set of Route Sheets will be provided to the driver by the Transportation Office as soon as possible after the routing cards have been turned in to the office.

C. Driving Routes

1. Drivers must drive their routes as designed and assigned by the Transportation Office, unless there is an immediate emergency or to better provide for the immediate safety and welfare of the students. Any permanent changes to the routes and stops must be approved by the Transportation Office.

2. Drivers should not make any un-assigned stops on their routes.

    a) Drivers will not be allowed to stop at any store while students are riding the bus on regular run routes

3. If you see that you are beginning to run your route earlier than your scheduled time, **find a safe place to pull over off the road,** and:

    a) Radio the bus garage and check the time.

    b) Be sure and follow all safety procedures for pulling off of the road and parking.

    c) If you see that your route is consistently running early, please notify the Transportation Office so that adjustments to the stop times may be made.

4. If you see that your route is consistently running late, and students are getting to the school after the first bell of the day, notify the Transportation Office so that adjustments can be made to your route and times.

D. <u>Bus Routes on Private Roads</u>

1. All routes with active, private road stops, as of August 1995, will be honored as long as students of the appropriate grade level, attending Baker District Public Schools, reside at the specific stop, or until School Board approval is given to eliminate these stops.

2. Other stops on private roads will not be added to any routes. Students living in the area may use the pre-existing stop until all eligible students have left the specific stop.

3. Stops servicing new developments will be at the entrance of the development at a designated pull off/bus stop area at the entrance provided by the developer.

4. Once a private road stop becomes inactive, for any reason, it will be removed from the route sheet and not be re-added. No new private roads stops/routes will be added to any routes.

5. IDEA reauthorization requires school districts to provide transportation to and from school regardless of location of student, if appropriate.

E. <u>New Stops</u>

1. All requests for new stops will be reviewed for safety and need and sent to the Superintendent of Schools for final approval, as per School Board Policy.

2. State guidelines will be used in determining if a stop meets safety requirements.

F. Temporary Stops

Drivers who come across new students on their routes will pick up the student(s) at his/her location on a temporary basis, until a new stop can be permanently created and approved, as per School Board Policy. It is the responsibility of the driver to notify the Director of Transportation or his/her designee as soon as possible of the temporary stop, so that the stop can be evaluated and the procedure for creating a permanent stop initiated.

G. Empty Stops

At any time during the school year, should a stop become in-active or empty, the Transportation Department should be notified by the driver, as soon as possible.

H. Emergency Stops

At any time that you may have to make an emergency stop, contact the Transportation Department for instructions.

2) GENERAL GUIDELINES

A. If you see that you might be late arriving at any school(s), be sure and call the Transportation Office so that the schools can be notified.

B. Only students who are assigned to your bus should be riding your bus and route(s). DO NOT allow students not assigned to your bus or route(s) to ride your bus, unless you have a written note from the school, or you are given approval by a school administrator or the Transportation Office.

C. Do not keep a student from riding your bus due to school suspension or bus suspension unless the school has notified you.

Section F

Students

Students

1) Student Registration Cards

A. A student registration card is to be completed for each student approximately two weeks after the beginning of school. The information on this card is to be used to complete the

student passenger list.

B. If the bus driver does not receive a student registration card within two weeks of them riding, their ability to ride the bus may be revoked until the correct information is received.

2) <u>Student Passenger List/Stops/Seating Chart</u>

A. The forms listing passengers with stop numbers and a listing of the stops and times, names of students, etc., should be completed 15 working days (three weeks) after the beginning of school and turned in to the Transportation Office.

1. Stop Description/Student Passenger List

    a) Stop descriptions are to be complete and clear, allowing for the substitute driver to find the stop. Any information, such as mail box numbers, street name, road numbers, business, etc. that will help in finding the stop should be listed. In addition, the description should include whether the stop is over or under 2 miles from the school, the AM and PM times.

2. Current route/passenger information must be on bus at all times.

3. A current seating chart of students must be on the bus at all times.

    a) A current seating chart of students on your bus should be on file in the Transportation Office.

4. Any additions or deletions must be coordinated with Director of Transportation and Route Manager.

5. Your most current route/passenger information will show all additions and deletions.

3) <u>Pupil Instruction</u>

Each driver is to instruct his/her students a minimum of twice a year on the following school bus safety practices. The Transportation Department will coordinate an appropriate date with each school. preferably the first week of school and the first week upon returning after the Christmas Holidays, and any other time the driver deems appropriate. The appropriate form will be signed by the driver and turned in to the Transportation Office. The following rules will be instructed to

students:

A. Stand off roadway while waiting for bus.

B. You must remain in your seat at all times.

C. Keep arms and head inside windows.

D. Walk ten feet in front of the bus. Wait for driver's signal before crossing road.

E. Unnecessary conversation with the driver is dangerous. Please remain quiet.

F. Absolute silence is required at all railroad crossings.

G. The driver is in full charge of the bus and pupils. Pupils must obey the driver.

H. The driver has the right to assign pupils to certain seats if necessary, to promote order on the bus.

I. No eating, drinking, chewing, dipping, or smoking is allowed on the bus.

J. Pupils must be on time; the bus cannot wait for those who are tardy.

K. Every effort will be made for the bus to be at the assigned stop at the schedule time.

L. Students should be ready to board the bus 5 minutes prior to scheduled pick up time.

M. Riding the bus is a privilege. DO NOT ABUSE IT.

PENALTY: FOR VIOLATING THESE RULES, A PUPIL MAY BE REPORTED BY THE DRIVER TO THE SCHOOL PRINCIPAL WHO HAS THE AUTHORITY TO SUSPEND THE PUPIL FROM RIDING THE BUS.

NOTE: Driver will need to announce and explain any additional rules they have on their bus.

4) Discipline Procedures

The reporting of misconduct by a student (s) should be reported to the appropriate school official following the proper disciplinary procedures.

A. Drivers should utilize the School Bus Tracking Form to record interventions and parent contact for minor infractions. Once the form is completed, it should be turned in to the

Transportation Director within 48 hours of completion. The Director will then facilitate the handling of such problems by working with the school.

B. For students with discipline problems, which may require the driver to intervene immediately, the following procedure will be used:

   a. Pull the bus off the road, in a safe position and turn on all required safety flashers and lights. Apply parking brakes and remove the key. If the incident occurs at the bus stop, do not exit the bus. Do not allow other students to get off of the bus, provide safety to students that have already exited.

   b. Call the bus garage and notify the bus garage of the problem, the school needed and the name of the student(s). In case of a fight on the bus, do not place yourself between the students fighting. Attempt to separate them by using the least forcible techniques and talking in a quiet and calm manner.

   c. The bus garage will notify the school of the issue and work together to decide on what actions to take.

C. If you have called the Transportation Office and requested a deputy, you must stay at your location until the deputy arrives. If for any reason you no longer need the deputy at the location, please call the Transportation Office so that the deputy can be cancelled.

Section G

Driving Procedures

DRIVING PROCEDURE

1) IPDE Method:

Drivers must develop a systematic method of seeing interpreting and responding to the ever-changing traffic scene. One such system is known as IPDE.

A) The "I" stands for identify. Drivers must be able to identify the relevant clues. This involves more than just seeing, it includes interpreting or giving meaning to what is seen. To identify and interpret relevant clues, drivers must know how to look, where to look, and what to look for.

To identify hazards, drivers must constantly search the traffic scene carefully. Quick glances should be taken all around - to the front, to the sides, and in the mirrors; both near and far. Since the traffic environment changes currently, these glances must be taken continuously. One orderly visual system search pattern is known as the Smith System. This system involves five seeing habits.

1) Aim high in steering-look way ahead of your vehicle so that you are aware of the complete traffic scene in front of your vehicle.

2) Keep your eyes moving-Use an orderly search pattern that involves glances near and far to the front, sides, in the mirrors and at the instrument panel.

3) Set the big picture - Put all this information together from all the glances so that you have a mental picture of the traffic environment completely around your vehicle.

4) Make sure others see you - communicate your intentions to other drivers so that you are sure they understand your plans.

5) Leave yourself an out - never get boxed in. Always have an escape route. This means leave a space cushion all around your vehicle - to the front, rear and both sides.

B) The "P" stands for predict. Drivers must be able to predict the significance of the relevant clues. Once a hazard in the driving environment has been identified, drivers must predict how the hazard might effect their planned path of travel. "To avoid the hazard, must I speed up, slow down, turn to the right, or turn to the left." This is the type of question drivers must ask themselves. During this stage of the process drivers are interpreting the information they have identified and are judging where conflicts may occur.

C) The "D" stands for decide. Drivers must decide what to do now that they have identified a hazard and have predicted its effect on their path of travel. Nothing is more crucial to safe driving than being able to make a wise decision, in time under these circumstances.

The options available include:

1) Deciding to change speed by slowing down or speeding up.

2) Deciding to change directions on location by moving into some area of space cushion around your vehicle.

D) The "E" stands for execute. Drivers now execute their decision. To carry out a decision to avoid a conflict, drivers must take one or more of the following actions:

1) Accelerate

2) Brake

3) Steer

4) Communicate

2) Intersections:

A) Controlled by Stop Light: Be prepared to stop if light changes from green to amber. Never try to "beat the light". Drive defensively in case someone on cross street is trying to "beat the light". Do not change gears in an intersection.

B) Bus Stop (student stop): Do not block intersection to make a bus stop. Make stop either right before or immediately after the intersection.

C) Stop Sign: At an intersection you must come to a complete stop before the stop line. After complete stop and after checking traffic you may slowly and carefully pull up and stop a second time, to check traffic, before proceeding.

3) Following Distance (4-second rule)

Because of the difficulty in judging distance, a new following technique was devised based on counting. This technique allows drivers to determine a safe following distance by allowing a one-second interval for each ten feet of length of their vehicle. Since most buses are approximately 35-40 feet long, you should not be closer than 4 seconds from the vehicle in front of you. To determine the 4-second distance:

A) You need a checkpoint over which you will time the passage of your vehicle. You can use a road sign or a stripe in the road, mile marker, light post, or a fixed object, and the closer to the pavement the better.

B) As the rear of the vehicle ahead passes the check point you selected, start counting, one

thousand and one, one thousand and two, one thousand and three, one thousand and four. Depending on the vehicle length you are using for the time interval, you should not pass the checkpoint with the front of your vehicle before you have completed your count.

4) Proper Lane

When traveling on a 2 or 3 lane highway, school buses are to travel the curb lane. It is improper to travel in the middle or inside lane unless you are to make a left turn within a short distance, or you are passing another vehicle. When turning onto a four-lane highway, Florida Driver's Handbook states that when turning right, you should turn into the right lane. When turning left, you should turn into the left lane, then signal and change into the curb lane. Buses should not travel side by side blocking the highway.

5) Driving Speed for Buses

To always drive at a safe speed and never in excess of the legally posted speed limit in business or residential districts, or fifty-five (55) miles per hour outside business or residential districts. In rain, fog, or wet roads, adjust your speed according to conditions.

BE LATE- BUT BE SAFE!

6) Road Courtesies

A) School bus drivers are to operate their vehicles safely. Particular emphasis should be placed on courtesy to other drivers in the community. Never use your school bus to force your way into traffic or to coerce other drivers.

B) Be particularly courteous to your fellow school bus drivers. Allow him/her to pass your vehicle if you have frequent stops in his/her path. Do not hold up your fellow drivers at a loading/unloading zone at the schools served. If you are talking to your students, pull up out of the way of the buses behind you and activate your 4-way hazard lights to indicate that they may go around you.

C) Drivers will not tailgate each other when traveling in a convoy. Use 4-second rule. Only in case of a valid emergency should one bus pass another in a convoy.

7) Backing

A) On school grounds:

1) Backing on school grounds is not an accepted practice.

2) If an emergency arises, and backing is absolutely necessary, an outside observer must be used.

B) Other Locations:

1) Backing is authorized in other locations if:
    a. Routing requires turn around. If at a student loading/unloading point, students are to be on board while the bus is being backed.

    b. For mechanical reasons.

    c. Valid emergency.

YOU SHOULD ALWAYS ACTIVATE THE 4-WAY HAZARD WHILE THE BUS IS IN REVERSE.

8) Railroad Tracks

When approaching railroad crossing, activate your 4-way hazard light approximately 100 feet before stopping. Turn off all fans, wipers, etc., and open the driver's window. Then come to a complete stop, open the door - look both ways - listen. If all is clear, shut the door and begin moving forward. Do not change gears until the bus is completely across the tracks; de-activate the 4-way hazard lights. Always use the outside (or curb) lane.

ALWAYS REMEMBER, EVEN THOUGH THERE MAY BE A CROSSING GUARD AT THE RAILROAD CROSSINGS, IT IS YOU, THE DRIVER, WHO MUST MAKE THE FINAL DECISION ON WHETHER TO CROSS THE TRACKS OR WAIT.

9) Refueling

Drivers are to stay with their bus while in the fuel line. Do not refuel your bus every day or every other day if your fuel consumption does not require you to do so. It is your responsibility to know your fuel consumption and when you need fuel.

DO NOT sweep sand, or paper from the vehicle on to pavement any place in the compound.

In the mornings, if possible, please try and refuel your bus after 7:00 A.M. or after secondary run.

CAUTION: For no reasons are students permitted to remain on a bus while it is being refueled, at any time or location.

10) Strobe/Headlight Use

Headlights and strobe light will be turned on anytime a bus is in motion. The only exception to this is that when traveling in a convoy, the last bus in the convoy will use the strobe light.

11) Loading-Unloading Students

A) The safe procedure is as follows:

1) Left to Right:

a) Make sure the master/manual switch is on.

b) Activate the yellow caution lights approximately 200 feet before the student stop or at such a greater distance as is necessary due to traffic speed and road conditions.

c) As you come to a complete stop activate stop arm/red loading lights.

d) Set the hand brake - keep your foot on the brake pedal the whole time you are stopped.

e) Put the transmission selector in neutral position.

f) Check mirrors. Make sure all traffic has stopped and that it is safe for students to board. If they must cross in front of the bus, motion them with your hand when it is safe for them to proceed, open the door.

2) Right to Left:

a) After the last student is on, close the door.

b) Look in your mirror and make sure all students are seated.

c) Put the bus in gear.

d) Release the hand brake.

e) Check all traffic.

f) As you begin to move, cancel the stop arm/red loading lights.

3) At the school, put the hand brake on and put the gearshift in neutral. It is not required to shut the engine off, so you must keep your foot on the brake pedal until the last student is off the bus.

a) Use no lights.

b) Do not move the bus until all loading/unloading has been completed.

c) The school bus driver shall be in the driver's seat or standing at the entrance door while

students load or unload. However, if you do get out of the driver's seat, you must shut the engine off and have the key in your possession.

d) Never let a student open or close the door for you.

e) Once the school bus is in motion, do not stop for stragglers.

B) Students Who Must Cross a Road To Board Bus

At a stop, the children who cross in front of your bus are called crossers and they are at the most risk from their own bus. The following procedure for crossers must be followed:

1) The driver must know which children on his bus are crossers. You should mark these children as such on your passenger list.

2) At a stop where you have a mixture of crossers and non-crossers, you will discharge the crossers first. After you have carefully observed that the crossers are safely across the road, you are free to discharge the non-crosser. Count your students to be sure they are all safely away from the bus before pulling off.

C) Student Stops:

1) If the established stop is at a driveway or intersecting road, stop before discharging students. This allows you to see that they are safely away from the bus before pulling off.

2) After students have boarded, the school bus driver will see that all students are in their seats according to the seating chart. Children are to sit only in bus seats.

3) The school bus driver should never permit students to unload once the students have boarded the bus, except on arrival at the school in the A.M. and on arrival at their regular stop in the P.M.

4) Drivers must make sure that students getting off the bus do not have loose clothing caught on any of the rails, door handles or other items which may catch on the loose clothing worn by students. Before closing the door and moving the bus, make sure that all students are completely clear of the bus.

12) <u>Bus Riders on Visitation</u>

A student who is not regularly enrolled as a transported student, and whose name does not appear on the bus driver’s roster for that bus, shall not be permitted to ride such bus while it is being operated on a regular school bus route as a bus rider on visitation except upon written request of the parent or guardian of a student, and with the written approval of the principal of the school, provided that there is adequate room on the requested bus for the student. Where the request for a bus rider on visitation

exceeds three (3) days, the approval of the Superintendent shall be required.

The school bus driver shall be given written confirmation of this permission before the student will be allowed to ride the bus as a bus rider on visitation.

Section H

F.E.F.P. Reporting

Florida Education Finance Program (FEPE)

The Florida Education Finance Program or FEPE is the major revenue source for the school's transportation department. It is the responsibility of the school bus driver to ensure that reporting is accurate and completed in a timely manner.

A) FEPE Reporting Protocol

1) Use a dark pen when filling out the report.

2) Make sure the information printed at the top of the form is correct and that the student passenger list has the correct information.

3) Circle/Check off the date that the student rode your bus during the reporting period. The student must ride at least one time during the FEFP counting period.

Section I

Driver Information

DRIVER INFORMATION

1) Assignment of Substitute Drivers

If the need for a substitute arises, the driver must notify the Transportation Director and the Shop Manager in a timely manner. These individuals will be responsible for finding a substitute for the bus route.

2) Substitute Driver Regulations

A) Substitute drivers are paid only when they actually drive. Daily rate is a minimum salary on the "0" year experience hourly rate.

B) Substitutes are expected to:

1) Meet all qualifications of a regular bus driver.

2) Attend all training and safety meetings.

3) Do a pre-trip inspection and turn in necessary paperwork.

4) Clean bus after running route.

5) Be familiar with all types of buses and all routes.

6) Be professional in appearance and conduct

3) Spare Buses

A) Drivers are expected to maintain the same standard of cleanliness on a spare bus as their regular route bus.

4) Personal Use of the School Bus

A) Drivers are cautioned that the school buses are purchased and maintained by state and county tax funds. Therefore, they cannot be used for personal reasons. You are to drive your school bus from home or the bus garage on the route prescribed and to the bus garage parking space/school board property during the day.

B) Due to insurance liability coverage and pupil safety, drivers are not authorized to transport their own non-school children or other non-school family members or non- school friends on the school bus

C) During the school day, between the morning and afternoon runs, all district school buses should be parked on School Board Property, unless on school related business. If a driver should need to take his/her bus home at anytime for any reason, either the Director of Transportation or the Transportation Department Shop Manager must give the driver approval.

D) Buses **should not,** at any time be parked at any place of business unless:

1) The driver is on a lay over between the elementary and secondary runs.

2) The driver is between the regular runs and a field trip.

3) The driver is on a field trip or school related business, which requires the bus be driven to a particular place of business.

E) After regular runs, unless on school related business, school buses should be parked at either the driver's home, School Board Property, or at the bus garage.

5) <u>Use of Credit Cards</u>

A) Credit cards may be signed out by the driver or club sponsor for their use on extra-curricular, education or non-educational trips, for re-fueling and minor maintenance when a safety hazard exists. You are responsible to insure that credit cards are used only when absolutely necessary and then only minimum expenses incurred.

B) All credit cards and receipts must be returned to the Transportation Office on the first working day following the return from the trip. Enter bus tag number and group on the ticket before returning the cards and receipts to the Transportation Office.

C) Those people signing out credit cards will be responsible for any expense(s) that may be incurred due to the loss of these credit cards. This expense includes, but not limited to the replacement of lost cards.

D) At no time should district credit cards be used for personal purchases or use.

6) <u>School Line Up</u>

A) Drivers will be provided with a bus line up for the order of buses.

B) Except in emergencies, drivers are cautioned not to pass other buses during AM arrivals and PM departures. Never pass another bus while students are actively engaged in loading or unloading.

C) In the event you have a problem, courtesy requires "pull out of the line up, turn your 4-way hazard lights on to indicate to buses behind you to go around".

D) If you are a late arrival and students are loading, take your position at the rear of the line up. For safety sake, do not attempt to park in your regular position. Also, if possible, call the school and tell them that you will be at the end of the line so the school can help students find their bus as quickly as possible.

7) Assignment of School Buses

A) Normally school bus drivers will retain the bus assigned to them for the duration of the school year. New school buses will be assigned on the basis of the need, where the bus is parked at night, condition of route, and condition of bus.

B) Due to special needs brought on by field trips, etc., drivers may be assigned substitute buses for their regular routes. Substitute buses will be assigned only when absolutely necessary.

8) Driver Supply Items

Drivers must submit a Driver Supply Request Form before items will be issued. A supply of the forms will be maintained in the forms supply area. The completed Request form should be turned in after your morning run when items are needed. There is a place for the form is located on the wall downstairs. The Parts Manager has been assigned to place the requested items on your bus or in your locker once the request has been turned in. Do not ask other mechanics for supply items.

9) Vehicle Maintenance Procedures

A) If a driver has a vehicle complaint problem, fill out the appropriate form and place in the appropriate place downstairs. Never just "tell" the shop manager what you think is wrong with your vehicle. No matter how minor you think it is, always make sure you write it up. Let the Shop Manager take the responsibility of checking and repairing the problem, not you.

B) Do not stop at entrance to garage and blow your horn for service. Park your vehicle and contact the Shop Manager.

C) Do not walk through the garage working area or try to talk to mechanics. It is noisy in the garage and in an effort to engage a mechanic in conversation; you might cause him to error and get his hand caught in a fan or rolling belt. This, of course, would be tragic.

D) If a driver needs to talk to a mechanic, see the Shop Manager to set up a time and place.

10) Use of Radios

A) Radio usage is to be for business purposes only. These radios are not toys and should be used as needed for transportation business. Remember, the frequency that we use for the Transportation Department is in many of the home monitors around the county.

B) The following proper format should be used when using the radio:

1) "This is Unit (your bus number) calling Transportation base." un-key your microphone.

2) Transportation Base will acknowledge your request for information.

3) Key the microphone and give your message to Transportation Base. After your message, un-key the microphone.

4) Transportation Base will respond to your message.

5) At the end of the transmission say "WNKM709 Unit ___ clear."

6) Transportation Base will do the same.

C) Bus numbers are the driver unit numbers.

D) Each school has been provided with a hand held radio for direct communication between the school and the busses in the afternoon. This will allow you, as a driver to check directly with the school on whether students can ride your bus when they have lost their notes, etc. Due to the bus frequency being in many home radio scanners, please do not ask the schools about a student's disciplinary status on the radio.

11) Breakdowns

A) You are to notify the Transportation Department, via radio or telephone (259-2444), when either your bus fails to operate or you consider your school bus unsafe to operate. Normally, a mechanic and a substitute vehicle, if required, will be dispatched to you immediately. If you are told to go ahead and drive the bus, make a note on your pre-trip inspection form showing date, time, and who authorized you to drive the bus.

1) Once you have contacted the garage and they have told you that they are dispatching assistance, do not move the bus until the mechanic arrives. Take whatever steps you need to make sure that all students and the bus are in a safe position.

2) After assistance arrives and releases your bus or gives you a substitute bus, continue on with the remainder of your route. Do not assume because you are late that someone else is doing your route.

B) Drivers will insist that students remain on the school bus during the breakdown unless otherwise determined by the Director of Transportation.

12) Payroll

Payroll for drivers and substitutes is done every other Wednesday on a schedule set up by the Finance office.

A) In order to prepare for a payroll, each driver must complete the following:

1) Daily time sheet

a) Employees must sign their time sheet with their legal name as it appears on their Social Security card.

2) Appropriate leave requests entered into Skyward. Prior approval is needed for leave time other than sick leave.

13) Bus Condition

A) Drivers are responsible for the condition (cleanliness) of their bus. The only contact that many of the people in the county have with the school district is when your bus stops or goes by their house or they ride the bus on a field/school trip. For this reason we want this experience to be the best possible.

1) The bus should be swept after each morning and afternoon run, whenever possible.

2) Remember that your bus may have to be used for a field trip or other transportation needs during the day or after your route.

3) Sending your bus off in good condition will enable us to better control the condition that your bus is returned in.

14) Bus Seats

A) The condition of the seats on your bus is of great importance. For this reason, we need to take extra care in keeping these seats in the best condition possible. In order to

maintain the bus seats in their best condition, the following procedures would be followed:

1) Assign students to seats on your bus.

2) Check your seats carefully during your pre-trip and after each secondary and elementary run.

    a. Seats should be checked before and after any field trip or other trip for damage. Any damage that occurs during a field/school trip should be reported to the person in charge of the trip and also the Transportation Office.

3) Any damage found on the bus should be reported to the Transportation Director on the day the damage was found.

    a. Students seen swinging on the top of the seats should be turned in to their schools for abuse of property. The swinging along the top of the seats is a major cause of the seats breaking down and having to be replaced.

15) <u>Gate Keys</u>

1) Any regular or substitute driver needing a gate key to the bus yard should see the Transportation Department Secretary in order to check out a gate key. Gate keys will be checked out to regular and substitute drivers on an over-night basis only.

   The regular or substitute driver checking out a gate key to the bus yard will be responsible for the key and will be required to pay the replacement cost of any key which is lost, stolen or becomes missing. This replacement cost must be paid before additional keys are checked out to the driver.

   Drivers should not loan out checked keys at any time.

2) Any driver who is driving a field trip or extra-curricular trip, and expects to arrive back at the bus yard after regular working hours (5:00 PM Monday thru Friday), will need to check out a gate key to the bus yard from the Transportation Department Shop Manager. If multiple drivers are going on the same trip, only one key will be checked out for the trip. These gate keys to the bus yard should be returned to the Transportation Department immediately following the trip. Check out gate keys may be returned with the bus keys by placing them in the key return slot on the east side of the bus garage.

   The driver checking out a gate key to the bus yard for the purpose of going on a field trip or extra-curricular trip will be responsible for the key and will be required to pay the

replacement cost of any key which is lost, stolen or becomes missing. This fee must be paid before additional keys are checked out to the driver.

Drivers should not loan out checked out keys at any time.

3) Drivers who are driving field trips or extra-curricular trips must make arrangements with the individual schools for keys to the school's gate locks. The bus yard gate key will not unlock individual school gate locks. Drivers will be responsible to the individual school for any checked-out gate key that may become lost, stolen or missing.

Drivers should not loan out checked out keys at any time.

16) <u>Confidentiality of Student Information</u>

From time to time, drivers are provided with highly confidential information concerning students so that we, as a Transportation Department, may provide a safer means of transportation for the students. This information may range from learning disabilities, disciplinary action(s) to medical information. It is imperative that all drivers keep this student information confidential and not allow outside people or groups access to this information.

If for any reason an individual or group request any of this confidential information, drivers should refer this person or group to the Transportation Department. At NO time should drivers give out this confidential information.

Section J

Evacuation Procedures

EVACUATION PROCEDURES

1) Emergency Evacuation Drills

It is required that each driver hold two emergency evacuation drills each school year. Submit a copy of the Completion of Emergency Evacuation Drill upon completion of the drill.

2) General Emergency Evacuation Drill Information

A) Reason for an Actual Emergency Evacuation

1) Fire or danger of fire - The bus must be stopped and evacuated immediately if the engine or any portion of the bus is on fire. Passengers should move a distance of 100 feet or more from the bus and remain there until the driver has determined that no danger remains. Being near any fire and being unable to move the bus is considered a danger of fire, and student must be evacuated.

2) Unsafe position - If the bus is stopped due to an accident or mechanical failure, the driver must determine immediately whether it is safe for passengers to remain on the bus or evacuate. The driver must evacuate if:

a. The final stopping point of the bus is in the path of a train or any railroad tracks.

b. The final stopping place of the bus is near a body of water, a river, lake, or canal where the bus might move and go into the water.

c. The bus is stopped on a hill or a curve where there is less than 300 feet of visibility.

B) Windshields

School bus windshields and rear windows are mounted in rubber and can usually be kicked out to provide additional emergency escape exit.

C) Escape Hatches

Turn button, and give sharp hit with hand on the back.

D) School Bus Helpers

1) The school bus driver is responsible for the safety of pupils. However, in an emergency, the driver might be incapacitated and not able to direct the student to evacuate. Reliable students on every bus should be instructed on how to:

a. Steer the bus.

b. Turn off the ignition key.

c. Set the parking brake.

d. Open the emergency window/escape hatch exits.

e. Kick out an additional emergency exit.

f. Help small people off the bus.

g. Account for all pupils.

h. Set out flags and reflectors.

i. Summons help.

j. Perform other assignments.

3) Front Door Evacuations

Personnel needed: Three (one leader and two helpers)
Student participation: All students

A) Directions:

1) Appoint two helpers, one for each side of the door. These helpers will count students and assist them in getting off the bus.

2) Appoint one student to lead the other students to a point 100 feet or 40 paces from the bus.

B) Driver Instructions:

1) Stop the bus in a pre-selected location on the school grounds.

2) Shut off the engine and secure the parking brake.

3) Place the transmission in first or reverse gear.

4) Remove the ignition key.

5) Stand, open the front door, face the children, and get their attention.

6) Give the command: FRONT DOOR EMERGENCY EVACUATION DRILL - REMAIN SEATED.

7) Direct the two helpers to their places beside the front door.

8) Stand between the first occupied seats, facing the front of bus.

9) Starting with the right-hand seat, ask the leaders to lead all students 100 feet or 40 paces from the bus, and instruct other occupants of the right side to follow. Warn all other students -walk - do not run - use hand rails.

10) Hold your hand before the occupants of the left-hand seat in a restraining gesture.

11) When the pupils in the right-hand seats have moved forward enough to clear the aisle, dismiss the occupants of the left-hand seats.
12) Continue the evacuation procedure as described, right and left seats alternately until the bus is empty.

13) When the last seat is empty, walk to the front of the bus and check to make sure that everyone is out.

14) After the driver leaves the bus, he/she should take the two helpers and join the other students.

The driver should evaluate the evacuation performance, pointing out improvements needed and commending the students on their activities well done. The purpose of this exercise is to train the students to leave the bus safely and in an orderly manner. If a driver feels he needs to repeat the drill the following day, please notify the Director of Transportation.

4) Rear Floor-Level Door Evacuation

Personnel needed: Four (two leaders and two helpers)
Student participation: All students

A) Directions

1. Appoint helpers, one for each side of the door. These helpers will count students and assist them in getting off the bus.

2. Appoint two students to lead the other students to a point 100 feet or 40 paces away from the bus.

B) Driver Instructions

1. Stop the bus in a pre-selected location on the school grounds.

2. Shut off the engine and secure the parking brake.

3. Place the transmission in the appropriate position.

4. Remove the ignition key.

5. Stop, open the front door, face the children and get their attention.

6. Give the command: **FRONT AND REAR DOOR EVACUATION DRILL - REMAIN SEATED.**

7. Determine the approximate center of your bus. You may want to place marks or tape on your wall above these areas. Explain to your children - all persons seated from the "center point" back, will evacuate through the emergency rear door. Be sure they understand these instructions.

8. Select two of your older and larger students. Request that they always take seats at the rear of the bus. WHEN EVACUATION BECOMES NECESSARY the appointed students are to open the emergency door in he rear -take positions one each side of the door outside and assist students leaving the bus through the emergency rear door.

9. Explain to your student - no running, pushing or disorderly conduct - walk briskly a safe distance (at least 100 feet if possible) from the bus to be safe from any explosion that might occur. Listen for instructions.

10. Bus drivers do not leave their bus until all students have evacuated.

11. To aid in the evacuation of the smaller children - you might want to appoint one of the older students and instruct them to guide the smaller, younger children when exiting.

12. During the evacuation drill, start the drill at this point.

13. Fire extinguishers should be checked on a regular basis to determine that they will work when needed. They should be placed within the bus so that drivers can easily reach them when needed.

After the driver leaves the bus, he should take his helpers to join other students. The driver should evaluate the evacuation performance, pointing out improvements needed and commending the students on those activities well done. The purpose of this exercise is not to see how fast the drill can be done; the purpose is to train the students to leave the bus safely and in an orderly manner. If a driver feels he/she needs to repeat the drill the following day, please notify the Director of Transportation

5) <u>Simultaneous Front and Rear Door Evacuation</u>

Personnel needed: Four (two leaders and two helpers)

Student participation: All students

A) Directions

1. Appoint helpers, one for each side of the door. These helpers will count students and assist them in getting off the bus.

2. Appoint two students to lead the other students to a point 100 feet or 40 paces away from the bus.

B) Driver Instructions

1. Stop the bus in a pre-selected location on the school grounds.

2. Shut off the engine and secure the parking brake.

3. Place the transmission in the appropriate position.

4. Remove the ignition key.

5. Stop, open the front door, face the children and get their attention.

6. Give the command: **FRONT AND REAR DOOR EVACUATION DRILL- REMAIN SEATED.**

7. Determine the approximate center of your bus. You may want to place marks or tape on your wall above these areas. Explain to your children - all persons seated from the "center point" back, will evacuate through the emergency rear door. Be sure they understand these instructions.

8. Select two of your older and larger students. Request that they always take seats at the rear of the bus. WHEN EVACUATION BECOMES NECESSARY the appointed students are to open the emergency door in he rear -take positions one each side of the door outside and assist students leaving the bus through the emergency rear door.

9. Explain to your student - no running, pushing or disorderly conduct - walk briskly a safe distance (at least 100 feet if possible) from the bus to be safe from any explosion that might occur. Listen for instructions.

10. Bus drivers do not leave their bus until all students have evacuated.

11. To aid in the evacuation of the smaller children - you might want to appoint one of the older students and instruct them to guide the smaller, younger children when exiting.

12. During the evacuation drill, start the drill at this point.

13. Fire extinguishers should be checked on a regular basis to determine that they will work when needed. They should be placed within the bus so that drivers can easily reach them when needed.

After the driver leaves the bus, he should take his helpers to join other students. The driver should evaluate the evacuation performance, pointing out improvements needed and commending the students on those activities well done. The purpose of this exercise is not to see how fast the drill can be done; the purpose is to train the students to leave the bus safely and in an orderly manner. If a driver feels he/she needs to repeat the drill the following day, please notify the Director of Transportation.

Section K

Accident Information

ACCIDENT INFORMATION

Several things must be done quickly after a bus accident. The order and number will vary in terms of the severity of the accident, extent of injuries and traffic conditions. If the driver is to control events after an accident, he must stay calm.

1) General Information

In all cases where there are injuries and/or property damage, a traffic enforcement agency must be notified. Do not leave the scene until released by the investigating officer. In addition, school officials must be notified.

A) Be careful what you say:

1. Be calm, cooperative and courteous.
2. Do not admit fault on your part
3. Do not accuse the other driver.
4. Be accurate and factual when talking to the police

B) It is important that the bus driver obtain certain information at the scene.

1. Names, addresses, and drivers license number of the others involved.
2. Name, address, age, seating position, injured or not, of all students on board. *See packet on bus for information.
3. Names and addresses of owners of property damaged.
4. License number of vehicles involved.
5. Make and model of vehicles involved.
6. Name and Address of witnesses.
7. Weather conditions.
8. Type and condition of road surface.
9. Visibility.

10. Location and time of accident.

11. Position of vehicles or damaged property in relationship to the bus.

C) Give the operator of the other vehicle or the damaged property owner, complete information concerning your name, address, driver license number, your school district's address, make and model of the bus and general information needed to file an accident report.

D) Write an accident report immediately after every accident involving damage to the bus or school bus passengers.

E) Regardless of severity, all accidents must be reported.

2) <u>Accidents Involving Other Vehicles</u>

A) Stop the bus immediately, no matter how minor the accident appears to be. Do not move the bus until you have been told to do so by a Law Enforcement Officer or the Director of Transportation and/or the Shop Manager.

B) Turn off the ignition and master switch to eight light switch.

C) Activate hazard flasher (4-way).

D) Do not permit smoking in the vicinity of the bus.

E) If the bus is in a hazardous location, move it to a safer location.

F) If there is a fire or danger of fire, quickly evacuate the passengers. Keep them in a group. If there is no fire danger, student passengers are usually safer if they remain on the bus.

G) Determine if anyone is injured. Attend to serious injuries quickly, but remember - **DO NOT MOVE INJURED PERSONS UNLESS IT IS NECESSARY TO PREVENT FURTHER INJURY.**

H) Send for help and notify authorities, including the Transportation Department. Ask an adult or responsible student to make the calls. If students are sent, it is recommended that two go. Be sure the person making the call has the following information.

a. Exact location of the accident.

b. Appropriate number and severity of injuries.

c. Whether a rescue unit is needed.

I) Whenever a bus is disabled upon the highway or shoulder of the highway, the emergency triangular reflectors should be displayed as follows:

a. One approximately 100 feet in advance, 100 feet to rear in the center of the traffic lane occupied by the bus, one at the traffic side approximately 10 feet to rear of the vehicle.

b. Upon a divided highway, one approximately 200 feet to the rear in the center of the lane occupied by the bus, one in the center of lane 100 feet of the rear, and one to rear of the traffic side approximately 10 feet from the bus.

J) As soon as possible, contact the Transportation Office and notify them of the incident. Remember, if you use the radio, be careful what you say, since our radio frequency is monitored by many of our student's parents and we want to avoid any mis-understanding and panic.

3) Accidents Involving Students

If a student is injured on the bus, notify the Transportation Department as soon as possible. Parents will be notified, if so advised by the driver, and the incident will be logged in the Accident/Incident book.

4) Accidents Involving Animals

A) If while transporting students, a bus driver injures or kills a small animal, the driver must not stop. Report the incident to the Transportation Department at the first opportunity.

B) A school bus driver should never swerve or make a hard panic stop to avoid hitting a small animal. The safety and well-being of your passengers and fellow motorist must come first. Should you make an emergency stop or swerve for such a reason, an on bus injury or accident may occur and human suffering could result.

C) If while driving the bus without students present, the driver kills or injures a small animal, the driver may stop if the route schedule permits and a safe location is available. If you do stop, activate your hazard lights (4-way flashers).

5) Minor Accidents and Body Damage

During the course of driving your routes, you may experience those occasions when you inadvertently hit objects that are on your route. Regardless of how minor the incident or damage may be to your bus or other objects, these accidents must be reported to the Transportation Department. There will be an abbreviated accident form provided for this purpose. This report would also include body damage to your bus due to vandalism, etc. that does not exceed $100.00.

Section L

Field Trip Procedures
and
Special Uses of School Buses

FIELD TRIP PROCEDURES AND SPECIAL USES OF SCHOOL BUSES

1) Participation

A) All school bus drivers employed as regular drivers are eligible to participate in extra-curricular trips. Sports trips are excluded, as all coaches should have valid school bus driver license. Rosters will be maintained listing those drivers who desire to participate.

2) Substitutes

A) Substitute drivers will not be scheduled for the extra trips, except in an emergency or when all full-time drivers have refused the trip.

3) How to Sign Up

A) Drivers will be given the opportunity to sign up for extra trips at the beginning of each school year and at any time during the school year.

B) Drivers signing up for extra trips after the school year begins shall not be assigned make-up trips to catch them up to the drivers who have participated since the beginning of the school year.

C) Drivers who stop participating in extra trips temporarily and then begin again, shall not have make-up trips.

4) Scheduling Procedures

A) The names of drivers who desire to participate in extra trips will be placed on a list in alphabetical order. The list will be formed at the beginning of the school year. Trips will be assigned to drivers by using the list as a rotation. However, the driver's regular route, the number of refusals and the availability of substitute drivers may be considered when assigning trips.

B) Drivers may also sign up to be available to drive emergency trips. Emergency trips are those that a driver has less than forty-eight (48) hours notification of the trip.

1. Driving emergency trips will be counted separately from the regular extra trip rotation. An emergency trip does not count as the driver's opportunity to drive an extra trip on the regular rotation.

2. An attempt shall be made to equalize the number of emergency trips each driver is offered. The driver's regular route, the number of refusals, and the availability of substitute drivers may be a consideration in equalizing emergency trips.

3. In the event an emergency driver is covering for a driver who "failed to show" on the regular roster, the "failed to show" driver will not received a make-up trip.

C) A driver who turns down an extra trip assignment will forfeit his/her turn on the rotation unless it is turned down due to illness or if the trip would require the driver to miss their regularly scheduled route. He/she will not be rescheduled until the rotation comes back to his/her name.

D) A driver who repeatedly turns down extra trip assignments for any reason, except sickness, or fails to meet the extra trip assignment (except for mechanical reasons) will be dropped from the roster.

1. Repeated turndowns shall be considered in excess of three (3).

2. Failure to meet extra trip assignments shall be considered in excess of one (1).

3. The driver being dropped from the roster for the above reasons, will be asked to come into the Director of Transportation's Office to sign a memo stating the effective dates and the reason for the suspension.

E) In case of trip cancellation, every effort shall be made to schedule the driver on the next available extra trip assignment.

F) When a driver determines that he/she is unable to take the assigned extra trip, they will either call the Transportation Secretary, and/or return the trip sheet to the Secretary as soon as possible.

G) A driver who is unable to drive his/her regular route due to illness will not be allowed to do an extra trip the same day.

H) Special requests for specific drivers on bus requests from the schools shall not be granted. The rotation system shall be adhered to.

I) Drivers are not authorized to switch trips with other drivers. If a scheduling problem arises, contact the person in charge of assignments.

5) <u>Administration</u>

Extra-curricular trips will be scheduled as the Transportation Department receives them. Bus Requests sheets will be issued to the driver via the mail box distribution. If you are participating, you are required to check you mail box frequently.

6) <u>Compensation</u>

A) All compensation for extra-curricular trips will be paid according to the non-instructional contract in effect at the time.

Two bus driver categories will be developed for special trips.

1. Paid bus driver category- full-time and substitute drivers

2. Volunteers - Volunteers can be citizens from the community, teachers or employees that are not full-time or substitute bus drivers. Volunteers must meet all the federal, state and district requirements to transport students on a school bus.

The sponsor of the trip will select the category and the Director of Transportation will assign the driver. If a volunteer driver is desired, it is the trip sponsor's responsibility to make arrangements with the volunteer. If a paid driver is selected, he/she will be assigned from the appropriate rotating list. The rotating list for paid drivers shall be posted in the bus garage lobby.

A Board approved driver will be paid as follows for special trips: At step 0 of the driver pay schedule per hour, not to exceed 14 hours per special trip, plus expenses (expenses include meals and lodging, if not provided, and any entry fee required) will be paid for time in excess of the five and one half hours regular contractual time.

When a trip interferes with the driver's regular contractual day, he/she may request other leave without pay and then shall be compensated by the sponsoring club at his/her regular hourly rate for up to five and one half hours. Meal expenses will be according to the state food allowance schedule.

B. For special trips where the Superintendent for special trips assigns paid drivers during contractual time, TDA will be given. Time worked over 5.5 hours will be compensated at the approved rate only for special trips assigned by the Superintendent (e.g. Special Olympics, Brain Brawl).

C. Paid drivers will be paid on the approved rate for special trips and/or extra trips out of the county beyond the employee's school run according to the payment schedules or $24.00 per trip, whichever is higher.

Regular drivers shall have priority over paid substitute drivers for extra trips when the Principal and Director of Transportation approve them.

NOTE:

1. Out-of-County drivers may leave the site, for not longer than one hour, to go eat if prior satisfactory arrangements can be made with the person in charge of the students. If an individual abuses the privilege, it may be revoked. Drivers may take one bus from the point of destination under this provision

2. The Non-Instructional Contract will supersede any dollar amounts for driver pay or per diem, which may be different, than that found in this manual.

7) Tolls and Parking Fees

Tolls and parking fees will be paid by the sponsoring school.

8) Lead Driver

On a field trip with more than one bus, a lead driver will be assigned by the Transportation Department to act as a go between with the school personnel and other drivers, for instructions, times, etc.

9) Cleaning of Bus

Upon returning from an extra-curricular trip you are required to clean the bus you drive, as it may not be your regular route bus.

10) Availability of Field Trip Drivers

While on Field Trips, at least one (1) bus driver will always be available to the group leader for emergencies, etc., unless arrangements have been made with the group leader.

11) Extra-Curricular Student Welcome

Many students who attend extra-curricular activities do not normally ride a school bus. Some have never ridden and, therefore, are not aware of bus rules and policies. It is your responsibility as a driver to inform your students of what you expect from them. The following is a suggested talk for you to both welcome students aboard and also explain procedures to the students AND chaperones.

"Good morning (afternoon), my name is .

- Before we get started, I would like to review with you some safety instructions:
- Please use the handrail when boarding or leaving the bus.
- Remain seated at all times while the bus is in motion.
- Keep all objects and parts of the body inside the bus at all times.
- Remain quiet at railroad crossings.

- There is to be no eating, drinking, chewing, or smoking on the bus, either by the students or adult chaperon/teachers.
- Please move immediately away from the bus when you exit. It is difficult for the driver to see you when you are closer than 6 feet to the bus. If you do not move away from the bus, you are in a danger area.

In case of an emergency, … (briefly explain evacuation procedures). Also, be aware of the location of the following items:

- The Emergency Exits
- The Fire Extinguisher
- The First Aid Kit
- The Road Reflector Kit
- The Two-Way Radio
- The Emergency Brake

I hope everyone has an enjoyable trip."

SPECIAL USES OF SCHOOL BUSES

1) **General Requirements**

The following shall be observed or the field trip will not be approved:

A. A written request stating the date, period away from school, destination, and general purpose of the trip shall be made to the principal at least ten (10) working days prior to the date of the trip.

B. The principal, if he/she approves the trip, shall forward the written request for the bus to the Director of Transportation at least seven (7) working days prior to the day of the trip. If not met, the trip will not be approved.

C. Any scheduled event that must be rescheduled because of cancellation due to weather, etc. will be allowed to resubmit their request for buses in less than seven (7) working days, provided that previously scheduled events and the availability of buses and drivers permits.

D. Extra-curricular events that cannot be scheduled until the end of season results are in, season ending tournaments are completed or dates set by the groups governing body will also be exempt from the seven (7) working day bus request. However, request will be honored provided that previously scheduled events and the availability of buses and drivers permits.

E. Upon approval of the trip, the teacher in charge shall make all necessary arrangements, including scheduling, financing, chaperons, and student permit statements from parents or the guardian.

F. For trips of a non-educational nature, school buses may be used. However, the sponsoring group will pay all expenses.

G. A bus driver for a field trip must have a valid CDL with a passenger and school bus endorsements, a valid Medical Examiner's Certificate, and be in the Baker School District Drug and Alcohol Testing Program.

H. All field trips must be scheduled by May 1st of each school year and trips will be subject to bus and driver availability. Those programs, such as Extended Day, etc., shall be exempt from the May 1st deadline.

I. All out-of-state trips must be approved by the School Board one-month prior to the trip.

J. The Transportation Supervisor, at the end of each nine-weeks, shall send a statement of the cost to the school for the trip(s) to the finance office with a copy to the principal of the school responsible for payment. The Principal, upon receipt of such statement, shall pay to the School Board the amount due within thirty (30) days. Any payment to a bus driver shall be as prescribed in Section 6A-1.052(3), State Board of Education Rules.

K. The expenses for any extra-curricular, non-educational, or in-county trip shall be the sole responsibility of the school and shall be paid from the school's internal account funds and from the funds of the organization making the trip or sponsoring the activity. The hourly rate to be paid the bus driver shall be established annually by the adopted non-instructional contract.

2) **Special Requirements**

A. **<u>Educational field trips</u>** - Any trip, which is directly related to a unit of instruction being studied by a particular group of students, shall be considered an educational field trip.

1. A field trip, which is taken during regular school hours, will be limited to the Baker County area. Any out of county field trip must be School Board approved. Any such trip shall be scheduled during the school day between the hours of:

   Secondary Schools: 8:30 AM and 1:00 PM
   Elementary Schools: 9:00 AM and 1:15 PM

2. Special educational field trips may be requested for a Saturday or a holiday, or after 6:00 P.M. on any school day.
3. A list of field trips approved by the School Board shall be on file in the district office for out-of-state trips.

4. Any educational field trips shall be without cost to the students. The cost for such trips shall come from the teacher's/school's budget. Effective July 8, 2008, the fuel rate will be $2.00

(two dollars) per mile for educational trips.

B. **Extra-curricular trips**- Any trip in which the students are performing, competing, or attending required meetings/conferences for their organization or school. The group must be school sponsored.

1. School buses, when available, may be used for extra-curricular trips; provided that the school organization pays for the cost of the driver's salary and expenses at the rate established by the School Board. The principal shall file any request for such a trip on the proper form.

2. To assist in scheduling, the request for the use of buses or athletic trips shall be submitted to the Transportation Supervisor prior to the season for each sport as follows:

    a. Football and Volleyball- September 1
    b. Basketball- November 1
    c. Spring Sports- February 1

3. An organization attending a required meeting/conference must attach an agenda to the travel request.

C. **Non-Educational Trips-** Any trip, which is for either a reward or recreational nature. The group must be school sponsored.

    1. School buses, when available, may be used for non-educational trips; provided, that the school organization pays for both the cost of the driver s salary and expenses at the rate established by the School Board, and fuel used for the trip. The principal shall file any request for such a trip on the proper form.

    2. Effective July 8, 2008, the rate will be $4.00 (four dollars) per mile.

D. **In-County Trips-** Any trip which is confined to the Baker County area.

    1. School Buses, when available, may be used for in-county trips; provided, that the school organization pays for both the cost of the driver's salary and expenses at the rate established by the School Board, and the fuel used for the trip. The principal shall file any request for such a trip on the proper form.

    2. The Board shall pay the fuel for in-county trips if the trip is between cost centers, or for the purpose of competing, performing, or attending an organizations required meeting/conference.

E. Summer Program Transportation

1. The Superintendent shall assign buses and drivers for the summer programs to any school center.

2. School buses, when available, may be used for approved trips on the basis of a cost to be paid by the school in the same amount as for extra-curricular trips during the regular school term.

F. General Guidelines

1. All out-of-state trips must be approved by the School Board one-month prior to the trip.

2. Where an extra-curricular trip or any other school-approved trip warrants travel in a vehicle operated by a commercial line, approval shall be obtained from the Superintendent prior to the trip being taken. The request must be made to the Superintendent at least 10 working days prior to the trip.

3. The following rules shall apply to any special use of a school bus for school trips:

    a. Only a regularly employed bus driver approved by the Transportation Supervisor, or a special driver fully qualified and approved by the School Board may be used for special trips.

    b. Scheduling of a bus for a special trip shall be the responsibility of the Transportation Supervisor and such a trip shall in no way alter, interfere with, or disrupt the operation of a regular bus route carrying students to and from school.

    c. It shall be the responsibility of the principal of each school to provide chaperons for each scheduled special trip and to see that chaperones are properly instructed in the rules governing transportation prior to departure with special emphasis on behavior and safety rules. At least one chaperone on each bus shall be a member of the instructional staff unless otherwise approved by the principal. A paid substitute will be provided for that one chaperone. Any additional instructional staff going on the trip needing a substitute will be required to take personal leave. Non-instructional staff going on trips which are not in their assigned area will also be required to take personal leave.

    d. No unauthorized person shall be permitted to ride a bus on a field trip or an extra-curricular trip. An approved chaperone shall be considered to be an authorized passenger. Children of chaperons will not be permitted to go on trips unless they are participants in activities.

    e. All rules and regulations set forth in these policies shall apply to all special trips.

    f. A notarized written permission and medical form signed by the parent or guardian

on each student participating in a special trip shall be on file in the office of the principal of the participating school and shall be in the possession of the instructional person in charge of the special trips while on the trip.

g. The principal of the school shall be responsible for the handling of the collection for damages due to vandalism on a special trip in which the school participates.

h. Any school bus used for an extra-curricular, educational, or non-educational field trip shall be operated on the highways in strict compliance with all laws and regulations of the State Board of Education and the School Board as follows:

i. The bus driver of the special bus trip shall clean the bus after each trip and shall have the bus in proper order for the regular school bus route the following morning.

j. Luggage, band instruments, ice boxes, or any package or material shall not be piled or placed in the aisle, stacked higher than the back of a bus seat, or placed in the entrance/exit of the bus.

k. Large boxes, packages or band instruments shall be secured in such a way that a sudden stop would not cause the package to move and possibly cause injury to a passenger.

l. When a special trip is scheduled to return after the regular bus run, the bus may not be used to make a special bus run to return students to their homes.

Section M

Communicable Disease/Aids

COMMUNICABLE DISEASE/AIDS

Information for Employees:

1) What is AIDS?

AIDS is caused by a virus called HTLV-III or HIV. This virus attacks the immune system, the body's natural defense against disease. Damage to the immune system leaves the body vulnerable to secondary illnesses that can be fatal.

2) How is HIV Transmitted?

HIV is spread through practices or activities which involve direct contact with an infected person's blood or body fluids. There is documented evidence that blood, semen, breast milk, cervical and vaginal secretions of infected persons can transmit HIV virus through direct contact with blood or mucous membranes. Although HIV virus has been isolated in the laboratory from tears and saliva, there is not evidence to date of transmission of the virus from either of these. Congenital transmission from infected mothers to newborns is the most frequent means of HIV virus infections in children.

3) High Risk Practices for Transmission of HIV Virus Infection Are:

1. Sharing of contaminated needles.
2. Transfusion of contaminated blood or blood products.
3. Sexual contact with an infected person.
4. Congenital transmission from an infected mother to her newborn.

4) There is no evidence that the HIV Virus can be spread by the following:

1. Occupying the same room with an infected person.
2. Touching or hugging an infected person.
3. Non-sexual body contact, such as sports.
4. Coughing or sneezing by an infected person.
5. Shaking hands with an infected person.
6. Sharing bath or toilet facilities with an infected person.
7. Eating a meal at the same table with an infected person.
8. Traveling in the same vehicle with an infected person.
9. Sleeping in the same room with an infected person.
10. Using the telephone touched by an infected person.
11. Eating food prepared by an infected person.
12. Wearing clothing used by an infected person.
13. Swimming in a pool or other water with an infected person.
14. Working next to or with an infected person on a continuing basis.

REMEMBER- ALWAYS to wash your hands after coming in contact with blood or body fluids.

5) <u>Procedures for Preventing the Spread of Communicable Disease:</u>

All transportation employees will use the following procedures. These guidelines are meant to provide simple and effective precaution against the spread of communicable disease. The body fluids of all persons should be considered potentially infectious. The term "body fluids" includes blood, semen, and drainage from scrapes and cuts, feces, urine and vomit.

A. Blood, Stool, Urine, and Vomit:

1. Locate emergency supplies which includes paper bag, gloves, paper towels, and a plastic bag. Paper towels will be on the bus as a supply item. Other emergency supply items will be in a paper bag. Review the gloving technique so that you will be prepared in the event that an emergency occurs which will require you to handle blood, stool, urine, or vomit.

2. If the student is bleeding, vomiting, etc., give him paper towels and tell student to press it to the wound, catch the vomit, etc.

3. Collect needed supplies quickly, paper bag containing gloves, plastic bag.

4. Quickly place plastic bag inside of paper bag, let the plastic bag drape over the outside edges of the paper bag.

5. Put on gloves to catch the soiled items and give aid to the student. Throw soiled towels, etc., in the plastic bag.

6. Clean body fluid spills, soiled materials, etc., with your gloves on. Put soiled items into plastic bag.

7. Gloves should be worn while cleaning up. Use bleach solution (1 part bleach to 10 parts water) for any disinfection.

8. Remove the gloves in the following manner:

    a. Grasp palm.
    b. Pull gloves off toward fingers
    c. Throw soiled gloves in plastic bag.
    d. Remove the remaining glove, run the un-gloved first finger under the cuff, pulling the inside out toward the fingertips. The inside is clean, so you can touch that part with un-gloved hand to remove it. Put the soiled glove in the plastic bag.

9. To close the plastic bag, (make sure all soiled items are in it) run you hands underneath the

bag. Tie it at the top and keep it inside the paper bag. Roll top of paper bag over and dispose of properly.

10. Spray bottles of pre-mixed bleach solution will be maintained in Transportation Department. Contact shop manager if you need to spray parts of your bus (seats, floor, etc.,).

Section N

Baker School District
Drug Testing Procedures

BAKER SCHOOL DISTRICT DRUG TESTING PROCEDURES

Purpose:
This drug and alcohol testing program is authorized by and being implemented in order to meet and comply with the Omnibus Transportation Employee Testing Act of 1991, regulations of the Federal Highway Administration contained in 49 CFR parts 40 and 382, et al, and Section 234.091, Florida Statutes. Further, this testing program will affirm a "zero tolerance" for alcohol and drug use in safety sensitive situations.

Definitions:

PRE-EMPLOYMENT APPLICANTS: Any person who is applying for any Baker County School District employment, in which the position applied for requires the person to hold a CDL and /or a Medical Examiner's Certificate (effective November 15, 1994), work in a safety sensitive situation and will require the applicant will drive any Board owned/leased vehicle.

PRE-TRAINING PERSONS: Any person who is enrolled in bus driver training or CDL training and will be required to drive a Board owned/leased vehicle on a public road.

PRIMARY EMPLOYEES: Any person who is a Baker County School District employee, who's primary employment requires that they perform safety sensitive duties, and who is required to possess a CDL and/or a Department of Education license to Drive a School Bus or Medical examiner's Certificate (effective November 15, 1994) in order to drive any Board owned/leased vehicle. (The area of primary employees will include all contracted drivers and substitute drivers.)

SECONDARY EMPLOYEES: Any person who is a Baker County School District employee, who's primary employment does not require that they perform safety sensitive duties as a regular part of their job, and who is required to possess a CDL and/or a Department of Education License to Drive a School Bus or Medical Examiner's Certificate (effective November 15, 1994) in order to drive any Board owned/leased vehicle.

VOLUNTEER DRIVERS: Any person who is not a Baker County District employee but is required to possess a CDL and/or a Department of Education License to Drive a School Bus or Medical Examiner's Certificate (effective November 15, 1994) in order to drive any Board owned/leased vehicle, and who is listed on a School Board's approved Volunteer list.

ALCOHOL: Any beverage, mixture or preparation including any medication or product containing alcohol.

CONTROLLED SUBSTANCES AND/OR DRUGS: Any illegal drug or substance that includes, but not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine.

REASONABLE TIME: The time required for the notified primary employee, secondary employee, volunteer driver, non-employee, pre-employment applicant or pre-training person to travel from the notification site to the designated collection site.

ACCIDENT: For the purpose of post-accident drug and alcohol testing, an accident will be when:

1. There is a fatality as a result of the accident.

2. The driver of the Board owned/leased vehicle is given a traffic citation and a person is required to be taken away from the accident scene in order to receive additional medical attention.

3. The driver of the Board owned/leased vehicle is given a traffic citation and a vehicle is towed from the scene of the accident. (A vehicle towed from the scene due to the loss of a headlight or flat tire is not applicable to this definition.)

4. There is any property damage to either the Board owned/leased vehicle and/or any other vehicle or property, and a law enforcement officer is called to the scene of the accident.

CDL: A State of Florida Commercial Drivers License that is being used by the driver for the purpose of driving a Board owned/leased vehicle in a safety sensitive situation.

NAADAC: National Association of Alcoholism and Drug Abuse Counselors

SCOPE

This program will apply to all primary employees, secondary employees, volunteer drivers, pre-employee applicants, trainees and non-employees who are required to have a CDL for the purpose of driving for any reason or at any time, a Board owned/leased motor vehicle in a safety sensitive situation.

GENERAL STATEMENTS AND RULES

PROHIBITED BEHAVIOR

All persons required to possess a CDL in order to drive or operate a Board owned/leased vehicle in a safety sensitive situation will not:

1. Report to the safety sensitive duty while under the influence of controlled substances and/or drugs or alcohol.

2. Use or consume alcohol four (4) hours before reporting to the safety sensitive duty.

3. Use, consume or become under the influence of controlled substances and/or drugs or alcohol while on duty in the safety sensitive situation.

4. Use or consume alcohol within eight (8) hours after any accident occurring while the driver was in a safety sensitive situation.

Any primary employee who exhibits any of the prohibited behaviors may be subject to termination. Any secondary employee or volunteer driver who exhibits any of the prohibited behaviors will no longer be allowed to drive any board owned/leased vehicle, and secondary employees may be subjected to termination.

MEDICAL REVIEW OFFICER CONTACT

Any person covered under this drug and alcohol testing program will be required to contact the Medical Review Officer as soon as possible, not to exceed 24 hours, after being notified of the request from the Medical Review Officer for this contact.

PRESCRIBED MEDICINES

It is the responsibility of all persons in this testing program to notify their doctor(s) of their duty in a safety sensitive situation and to assure that any medicines prescribed by the doctor(s) will not cause them any adverse effects while performing in safety sensitive situations.

DRUG AND ALCOHOL TEST RESULTS

All drug and alcohol test results will be kept on file in the Transportation Department and will be considered medical records and not open to the public.

TESTING OF SPLIT SAMPLES

The testing of any split sample must be done by a lab that is certified by the Department of Health and Human Services.

SUBSTANCE ABUSE PROFESSIONALS

Any employee who requires the services of a Substance Abuse Professional must use a Substance Abuse Professional that has been approved by the School Board and has NAADAC certification.

PREVIOUS EMPLOYEES TEST RESULTS

All pre-employment applicants will be required to sign off for access to previous alcohol drug test(s) results from previous employers as a condition of employment. These test results will be requested of those previous employers who are required to do drug and alcohol testing under the Federal High Way Administration and Omnibus Rules and Regulations.

SUBSTITUTE AND HOURLY REIMBURSEMENT

Any primary or secondary employees who are required to take a random or reasonable suspicion alcohol or drug test will be provided a substitute as needed. The primary or secondary employee will be placed on Temporary Duty leave for the purpose of the random or reasonable suspicion testing.

Any primary or secondary employee requiring follow up testing or Substance Abuse Professional evaluations in order for the employee to return to safety sensitive duty must take either personal leave charged to sick leave, sick leave or leave, without pay for the purpose of this return to work testing or evaluation.

Any primary employee contracted for 5 1/2 hours per day will be paid their hourly wage for the time that the testing will take. Those drivers contracted for 8 hours per day will be paid their hourly wage for the time of testing, if the time testing requires them to exceed their contracted 8 hours.

LONG STANDING APPOINTMENTS

Bus drivers and substitute drivers who may have to make long range appointments for doctors, dentist, etc, will be asked to write the dates of these appointments in a calendar book to be located in the secretary's office. This will help in finding those dates for testing that will not conflict with long standing appointments.

Any driver or substitute that refuses to take a drug and/or alcohol test because of a long- standing appointment not found in the appointment book will be considered to have refused the drug and/or alcohol test.

NON-SCHOOL USE OF SCHOOL BUSES

Due to the restrictions and limitations placed on drivers and the district by the federally and state mandated drug and alcohol testing program, only primary employees, secondary employees, and volunteer drivers, as defined above will be allowed to drive any Board owned/leased school bus.

Groups and organizations outside the school system will be required to use only primary employees, secondary employees or volunteer drivers for trips that involve school buses. The cost of the driver for the required trip will be negotiated between the organization and the driver.

TESTING IMPLEMENTATION

This drug and alcohol testing program will become effective January 1, 1995. The School Board will contract testing services from an outside firm, which has testing facilities that meet the requirements set in the Omnibus Transportation Employee Testing Act of 1991 and in accordance with the Federal Highway Administration, 49 CFR, Parts 382, 391, 392, and 395, to administer this testing program.

All primary and secondary employees, volunteer drivers and non-employees who drive Board owned/leased motor vehicles will be placed into a pool for the random alcohol and/or drug testing. The primary and secondary employees, volunteer drivers and non-employees placed into the testing pool will be offered training prior to the implementation of this program.

The type of testing this program will provide:

1. Post-accident testing required due to an accident as defined in this policy.

(The alcohol testing following a traffic accident will be performed within two (2) hours after accident. Testing for controlled substances will be performed within thirty-two (32) hours following the accident. If the test for alcohol cannot be performed within eight (8) hours following the accident, or the test for controlled substances cannot be performed within thirty-two (32) hours of the accident, the Director of Transportation will be required to maintain a record stating the reasons why tests were not promptly administered.)

2. Pre-employment testing, where the applicant must pass drug and alcohol tests prior to having their name submitted to the School Board for approval.

3. Pre-training testing, where the trainee must pass a drug and alcohol test prior to being allowed to drive a Board owned/leased vehicle on a public highway.

4. Random testing, which will cover all primary and secondary employees, volunteer drivers, and non-employees that drive Board owned/leased vehicles. The percentage of the employees randomly tested will be no less than the percentage stated by the Federal Highway Administration and Omnibus Transportation Employee Testing Act of 1991.

5. All persons covered by this testing program may be subject to drug and alcohol testing without notice if reasonable suspicion of alcohol and controlled substances use exists as provided for in the FHWA Regulations.

6. Return to work testing, where the primary employee has been absent from their driving duties for a period of more than ten (10) consecutive days for any reason.

   All persons tested will be tested for alcohol and controlled substances as defined above.

TESTING NOTIFICATION

1. Pre-employment testing and pre-training testing will be scheduled by the Director of Transportation with the contracting testing agency. All pre-employment applicants must take and pass the drug and alcohol test before their names will be submitted to the School Board. All trainees must take and pass the drug and alcohol test before they will be allowed to drive a Board owned/lease vehicle on public roads. All pre- employment applicants and pre-training persons will have a reasonable time as defined above to report to the collection site.

   The pre-employment applicant and/or pre-training person will be required to sign that they have received written notification of their selection for drug and alcohol testing. A copy of this form will be kept on file.

2. In the area of random testing, the Director of Transportation will provide the contracted testing company with a list of all primary and secondary employees and volunteer drivers to be tested. The contracted testing company will provide the Director of Transportation with a monthly list of those primary and secondary employees, and volunteer drivers to be tested. The Director of Transportation will notify the selected employees and volunteer drivers of their selection. Those selected to be tested will have a reasonable time as defined above to report to the collection site.

   The primary and secondary employee and volunteer driver will be required to sign that they have received written notification of their selection for drug and alcohol testing. A copy of this form will be kept on file.

3. In post-accident testing, the drug and alcohol testing will occur as soon as possible after any accident, as defined in the definitions section above. Should the accident occur while on a field trip outside the district, the district in which the accident occurs will provide a collection point location. Phone numbers for district contacts and emergency contacts in case of accident will be placed on each bus, along with an emergency collection kit.

   It will be the responsibility of the driver to notify the Transportation Department of any accident and also to take what ever steps are needed to meet the post-accident testing procedures.

4. Reasonable suspicion testing may occur when a supervisor or designee outside the bargaining unit, who has been trained in accordance with the requirements, of FHWA Regulations shall require a driver to submit to an alcohol or drug test when the employer has reasonable suspicion to believe that a driver has violated the prohibitions contained in the FHWA Regulations.

   Reasonable suspicion must be based on documented objective facts and circumstances which are consistent with the long- and short-term effects of alcohol or substance abuse including but not limited to physical signs and symptoms, appearance, behavior, speech and/or body odor.

   The required observations for alcohol and/or controlled substance reasonable suspicion testing shall be made be a supervisor or designee who has been trained for at least 60 minutes on alcohol misuse and an additional 60 minutes on controlled substance misuse.

FAILURE OF THE EMPLOYEE TO SUBMIT TO ANY REQUIRED DRUG OR ALCOHOL TEST IS CONSIDERED A POSITIVE TEST RESULT IN ACCORDANCE WITH FHWA REGULATIONS.

TESTING PROCEDURES

The procedures for testing any primary or secondary employee, volunteer driver, non- employee, pre-employment applicant, or pre-training person for drugs and/or alcohol will follow the procedures found in the Federal Highway Administration, 49 CFR, part 40 and carried out by the contracted certified lab.

Testing for alcohol may occur before, during, or after the period of time that the person being tested is in a safety sensitive situation.

TEST RESULTS

Upon notification by the contracted testing company, the Director of Transportation will notify the primary or secondary employee, volunteer driver, employment applicant or trainee of the test result(s). The primary or secondary employee, volunteer driver, employment applicant or trainee who tests positive for the use of controlled substances, will have the right to ask that the split sample be tested by another lab. The Substance Abuse and Mental Health Services Administration and the Department of Health and Human Services must approve this lab.

CONSEQUENCES OF POSITIVE DRUG AND ALCOHOL TEST:

1. Pre-Employment Applicants:

    a. Any pre-employment applicant who test higher than .00 and less than .02 on a breath alcohol test given by the contracted lab will not be considered for employment by the School Board in a safety sensitive situation until the pre-employment applicant can provide test results from a follow-up breath alcohol test that are .00. The follow-up test with a test result of .00 must be taken at least 24 hours after the primary test and before the pre-employment applicant will be considered for employment.

    b. The School Board will not employ any pre-employment applicants who test.02 or higher for alcohol or test positive for controlled substances.

    c. Any employee applicant who fails to report for testing within the one (1) hour prescribed time limit or alters the test in any way will not be hired by the School Board regardless of the test results.

2. Pre-Training Persons:

    a. Any pre-employment applicant who tests higher than .00 and less than .02 on a breath alcohol test given by the contracted lab will not be allowed to drive any Board owned/leased vehicle on public roads until the pre-training person can provide test results from a follow-up breath alcohol test that are .00. The follow-up test with a test result of .00 must be taken at least 24 hours after the primary test and before the pre-training person will be allowed to drive a Board owned/leased vehicle on a public road.

    b. Any trainee who tests .02 or higher for alcohol or tests positive for controlled substances will not be allowed to drive any Board owned/leased vehicle on any public road and training for this person will be terminated immediately.

c. Any trainee who fails to report for testing within the one (1) hour prescribed time limit or alters the test in any way will have their training terminated immediately regardless of the test results.

3. Random Test for Alcohol:

Primary Employees:

a. Any primary employee who has a breath alcohol test with a result that is higher than .00 and less than .02 will be required to stand down from any safety sensitive duty for a period of 24 hours. The primary employee will be placed in non-safety sensitive duty for the 24-hour stand down period. In order to return to the safety sensitive duty, the primary employee will be required to produce results from a return to work alcohol test, from a certified lab, that is .00. If the primary employee fails to bring in a test result of .00 after the 24 hours stand down, the primary employee will be required to take either personal charged to sick leave, sick leave, or leave without pay.

b. Any primary employee with a test result between .02 and .039 for alcohol will be required to stand down for 10 days without pay. Before being allowed to return to work in the safety sensitive situation, the primary employee will be required to be evaluated by an approved Substance Abuse Professional, provide an evaluation from the Substance Abuse Professional clearing the primary employee, and a return to work breath alcohol test with a result of .00. Failure on the part of the primary employee to provide the required Substance Abuse Professional evaluation and breath alcohol test result of .00 will result in the primary employee being put on leave without pay until the evaluation and test results can be provided.

c. A second alcohol test with a test result of .02 or higher will result in the primary employee being placed on suspension until termination by the School Board.

d. Any primary employee with a breath alcohol test of .04 or higher will be placed on suspension until termination by the Board.

Secondary Employees or Volunteer Drivers

a. Any secondary employee or volunteer driver who has a breath alcohol test with a result that is higher than .00 and less than .02 will be required to stand down from any safety sensitive duty for a period of 24 hours. The secondary employee or volunteer driver will be placed in non-safety sensitive duty for the 24-hour stand down period. In order to return to the safety sensitive duty, the secondary employee or volunteer driver will required to produce results from a return to

work alcohol test, from a certified lab, that is .00. If the secondary employee or volunteer driver fails to bring in a test result of .00 after the 24 hours stand down, the secondary employee or volunteer driver will be not be allowed to drive a Board owned/leased vehicle in a safety sensitive situation.

b. Any secondary employee or volunteer driver with a test result between .02 and .039 for alcohol will be required to stand down for 10 days from any safety sensitive situation. Before being allowed to return to work in the safety sensitive situation, the secondary employee or volunteer driver will be required to be evaluated by an approved Substance Abuse Professional, provide an evaluation from the Substance Abuse Professional clearing the secondary employee or volunteer driver, and a follow up breath alcohol test with a result of .00. Failure on the part of the secondary employee or volunteer driver to provide the required Substance Abuse Professional evaluation and breath alcohol test result of .00 will result in the secondary employee not being allowed to drive any Board owned/leased vehicle in a safety sensitive situation with pay until the evaluation and test results can be provided.

c. A second alcohol test with a test result of .02 or higher will result in the secondary employee or volunteer driver no longer being allowed to drive any Board owned/leased vehicle in a safety sensitive situation.

d. Any secondary employee or volunteer driver with a breath alcohol test of .04 or higher will be placed on suspension until termination by the Board.

4. Random Testing for Controlled Substances:

   a. Any employee that tests positive for controlled substances will be placed on leave, with pay, until termination be the School Board. Substitute bus drivers who test positive for controlled substances will be terminated immediately.

   b. Any volunteer driver who tests positive for controlled substances will no longer be allowed to drive any Board owned/leased vehicle.

5. Post Accident Testing for Alcohol:

   Primary Employees:

   a. Any primary employee who has a breath alcohol test with a result that is higher than .00 and lower than .02 will be placed on suspension until action is taken by the School Board.

   b. Any primary employee with a test result higher than .02 will be placed on suspension until termination by the school board.

Secondary Employees or Volunteer Drivers

a. Any Secondary employee or volunteer driver who has a breath alcohol test with a result that is higher than .00 will no longer be allowed to drive any School Board owned/leased vehicle. Secondary employees may face disciplinary action, including termination, by the School Board.

6. Random Testing for Controlled Substances:

   a. Any primary employee that tests positive for controlled substances will be placed on leave, with pay, until termination be the School Board. Substitute bus drivers who test positive for controlled substances will be terminated immediately.

   b. Any secondary or volunteer driver who tests positive for controlled substances will no longer be allowed to drive any Board owned/leased vehicle. Secondary employees may face disciplinary action, including termination, by the School Board.

7. Failure to Report to Collection/Testing Site:

   a. Any primary employee, including substitute drivers, that does not report to the collection site in a reasonable time of notification or refuses to take a drug or alcohol test for any reason will be considered to have failed the test and will be placed on suspension, until termination by the School Board.

   b. Any secondary employee or volunteer driver that does not report to the collection site in a reasonable time after notification or refuses to take a drug or alcohol test for any reason will be considered to have failed the test and will no longer be allowed to drive a Board owned/leased vehicle.

   c. Any pre-employment applicant or pre-training person that does not report to the collection site in a reasonable time after notification or refuses to take a drug or alcohol test for any reason will be considered to have failed the test and will no longer be allowed to drive a Board owned/leased vehicle.

Payment of Tests and Evaluations

The **School Board** will pay for the following test(s):

1. Random alcohol breath test for all primary and secondary Baker County School District employees in the testing pool.

2. The primary random test for controlled substances for all primary and secondary Baker County School District employees in the testing pool.

3. Post accident alcohol and controlled substance testing.

4. Reasonable suspicion test.

The **school** will pay for the following test(s):

1. Random alcohol breath test(s) for all volunteer drivers for that school.

2. The primary random test for controlled substances for all volunteer drivers for that school.

The employee, both primary and secondary and volunteer driver will pay for the following test(s) and evaluation(s):

1. Any test for the split sample after the primary random sample.
2. Any return to work test(s) for breath alcohol, for the purpose of returning to safety sensitive duty.

3. Any evaluation(s) by a Substance Abuse Professional for the purpose of returning to safety sensitive duty.

Pre-employee applicants will pay for all tests before being hired by the Board.

All persons in training programs which involve driving Board owned/leased vehicles on public roads will pay for all tests prior to driving Board owned/leased vehicles on public roads.

Section O

Safe Driver Plan

SAFE DRIVER PLAN

INTRODUCTION

Statistics indicate the School Board can significantly reduce the potential for injuries and lawsuits by initiating a plan that assures we do not hire or allow any person to drive a bus who does not have an acceptable driving record. People who have poor driving records will not be hired to drive a school bus for the Baker School District.

PLAN:

To qualify for and remain employed by the Baker District School Board, every bus driver must establish and maintain an overall driving record which exemplifies careful driving habits and meets the criteria prescribed by this plan. The Director of Transportation or Designee is responsible for monitoring all driving records, and all bus drivers will be required to report the following to the Director of Transportation or Designee:

1. All accidents and violations in which they are involved as the driver of a school board owned/leased vehicle.

2. All accidents and violations in which they are cited or charged as the driver of non-school owned/leased vehicles.

3. All evidence of damage to assigned vehicle(s).

4. Suspension or revocation of driver's license. No driver shall be allowed to drive a vehicle belonging to or leased by the Baker School District without a proper license or when such as license is under suspension or revocation.

Failure to report as required above, or making false misleading report(s), may be grounds for termination of employment.

Drivers shall not be assigned points until court action is taken. The effective date of the points assigned shall be the date of the first meeting following the date of the conviction.

For monitoring purposes, driving records will be checked by using the bi-annual driver records check, required by the Department of Education and the, "exceptions report" which is provided the Transportation Department on a weekly basis.

EFFECTIVE DATE:

The effective date of the Safe Driver Plan and Program will be the date of School Board approval of the plan.

APPLICATION:

This plan will be applicable to all those employees who are listed on the District's Drug/Alcohol Testing Program pool and prospective school bus drivers. No primary employee, as defined in the Drug/Alcohol Testing program, will be terminated based on his/her driving record prior to the original effective date of this plan. Prospective employees (drivers) will not be hired if, according to this plan, they have more than five points in the last year or more than ten points in the last three years, or convicted of DWI, DUI, or DUBAL in the last seven years. If an employee is terminated as a driver due to his/her driving record, and desires re-employment he/she may reapply for employment and will be considered under the prospective employee criteria. If a driver is terminated due to excessive points, he/she may be considered for employment in a non-driving position.

No secondary employee or volunteer driver, as defined in the Drug/Alcohol Testing Program, whose driving record does not meet the point criteria described in the previous paragraph will no longer be allowed to drive a bus, after the original effective date of this plan.

THE DISTRICT IMPOSED POINT SYSTEM:

The driving record of all Baker School District bus drivers (primary employees, secondary employees and volunteers) will be reviewed at least twice annually. The committee shall assign points as convictions occur according to the following schedule. A driver involved in a single accident or event and convicted for more than one violation will receive no less than the maximum points assigned to the highest violation category.

	VIOLATION CATEGORIES	MAXIMUM POINTS TO BE ASSIGNED
1	Conviction of driving while impaired (DWI), driving under the influence (DUI), or driving with unlawful blood alcohol level (DUBAL) will result in mandatory recommendation for termination as a driver	10
2	Speeding 15 MPH or less over the posted limit	3
3	Speeding more that 15 MPH over posted limit	4
4	Careless driving	4
5	Reckless driving	4
6	Failure to observe stop sign	4
7	Failure to observe red light	4
8	Failure to observe traffic instruction sign	1
9	Operating without a valid driver's license or improper (revoked, suspended, etc.) license	10
10	Improper lane change	4
11	Failure to have vehicle under control	4
12	Crossing private property to avoid traffic light or stop-sign	2
13	Driving on wrong side of road	2
14	Improper turn	2
15	Failure to yield - entering through highway	4
16	Failure to yield - right of way	4
17	Improper backing	2
18	Following too close	2
19	Improper passing	4
20	Leaving the scene of an accident	10
21	Failure to stop at railroad crossing (when you are required to do so)	5
22	Fleeing or attempting to elude police officer	10
23	Failure to observe any other established driving law. Points will be established 0-10 by the Committee using the above schedule as a guide.	0-10
24	Not at fault	0
25	Unable to determine	0
26	Any accident indicating evidence of driver negligence, results in injuries, causes damage to vehicles or property, or demonstrates unsafe driving practices, may be charged in this category. The Committee using the above schedule may assess 0 - 10 points using above violation categories as guide. A simple majority of committee members must agree on the number of points assessed.	0-10

An accumulation of points shall result in the following administrative action:

Number of Points	Time Period	Primary Employee Action	Secondary Employee Action	Volunteer Driver Action
1-2 points within	12 month period	verbal warning/ corrective action	verbal warning/ corrective action	verbal warning/ corrective action
1-4 points within	12 month period	documented warning and/or corrective action	documented warning and/or corrective action	documented warning and/or corrective action
5-6 points within	12 month period	1 day suspension without pay	1 day suspension without pay	1 day suspension without pay
7-9 points within	12 month period	3 day suspension without pay	3 day suspension without pay	3 day suspension without pay
10 points within/or any violation resulting in suspension of CDL	12 month period	termination of employment as a driver	will not be allowed to drive school owned/ leased vehicle	will not be allowed to drive school owned/ leased vehicle
15 points within/or any violation resulting in suspension of CDL	24 month period	termination of employment as a driver	will not be allowed to drive school owned/ leased vehicle	will not be allowed to drive school owned/ leased vehicle
20 points within/ or any violation resulting in suspension of CDL	36 month period	termination of employment as a driver	will not be allowed to drive school owned/ leased vehicle	will not be allowed to drive school owned/ leased vehicle

ADMINISTRATION:

This plan will be administered by a Safe Driver Plan Committee. The Committee will be organized and trained to perform the following duties:

1. To determine if an incident was preventable in accordance with the definition found in the National Safe Driver Award Rules and Guidelines. A preventable accident is "any occurrence involving an employer owned or leased vehicle which results in property damage regardless of who was injured, what property was damaged, to what extent, or where it occurred, in which the driver in question failed to do everything reasonable to prevent it.

2. To make recommendations to the Director of Transportation concerning positive corrective action to be taken.

3. Review any convictions for driving violations.

4. Assess points in accordance with the attached schedule to this plan.

This plan will be administered by a Safe Driver Plan Committee consisting of the individuals in the following positions:

1. Representative from the Human Resources Department

2. Director of Transportation or his/her Designee

3. The Driver Trainer

4. A driver to be selected by the union

5. One driver to be selected by the employees

The Director of Transportation or Designee shall establish a schedule for review of driver's records and shall provide to the chairperson a record of convictions in accordance with this plan. An employee has the right to appeal assessment of points and/or administrative actions relating thereto by requesting a hearing before the Safe Driver Plan Committee. The appeal shall be by letter to the Chairperson within five working days of receipt of notice of committee action and will state the employee's objection in detail.

Each employee shall be given an opportunity to read this plan and have all his/her questions answered. Each employee shall sign a form indicating that he/she has read this plan.

BAKER DISTRICT SCHOOL BOARD
TRANSPORTATION DEPARTMENT
SAFE DRIVER PLAN COMMITTEE

Driver's Name:

_____

The Safe Driver Plan Committee met on _____ to review your vehicle accident

or citation which occurred on _____.

The Committee took the following action:

Violation Category	Points Possible	Points Assigned

Comments:

The driving record of all persons who drive Board owned/leased vehicles and are required to be in the District's Drug/Alcohol Testing Program will be reviewed at least twice annually. Points will be assigned as convictions occur according to the following schedule. A driver involved in a single accident or event, but convicted for more than one violation, will receive points in the one category receiving the highest number of points.

An accumulation of points shall result in the administrative action(s) as found in the district's Safe Driver's Plan, which is found in the Baker School District Transportation Department Standard Operating Procedures and School Bus Procedures.

An employee has the right to appeal assessment of points and/or administrative actions relating thereto by requesting a hearing before the Safe Driver Plan Committee. The appeal shall be by letter to the Chairperson within five days of the action being challenged and will state the employee's objection in detail.

_____

_____

Chairperson Signature and Date Employee Signature and Date

Section P

District Owned Multi-Purpose Vehicles

DISTRICT OWNED MULTI-PURPOSE VEHICLES

USE OF DISTRICT OWNED MULTI-PURPOSE VEHICLES:

District owned multi-purpose vehicles will be used for the following purposes:

1. The primary use of District owned multi-purpose vehicles will be for the transporting of handicapped students to and from Duval County, when practical.

2. The picking up of equipment and parts for the Transportation Department.

3. The transporting of District personnel to meetings and conferences.

4. The transporting of small groups of students, not to exceed five (5) to activities which take place outside of Baker County.

USE OF MULTI-PURPOSE VEHICLES:

Any Baker County School Board employee wishing to use a District owned multi-purpose vehicle must turn in a completed Bus Request at least seven working days prior to the date that the multi-purpose vehicle will be needed. Use of the District owned multi-purpose vehicle will be based on availability of the multi-purpose vehicles on the requested date(s). If a District owned multi-purpose vehicle is needed for transporting special needs students, for any reason, all previously scheduled use of the District owned multi- purpose vehicles for those dates will be canceled.

GENERAL GUIDELINES:

1. A Trip Log sheet will be given to the driver of any trip using a District owned multi-purpose vehicle. This Trip Log will be for listing the starting and ending odometer reading. This Trip Log sheet must be turned in upon return of the multi-purpose vehicle to the Transportation Office.

2. Any trip using a District owned multi-purpose vehicle to transport students will require the driver to complete a standard Pre-Trip form prior to the trip. Those items not applicable to a multi-purpose vehicle should be marked N/A

3. All riders, including the driver, must use the seat belts found in the District owned multi-purpose vehicles while the multi-purpose vehicle is in motion.

4. There should be no more passengers in a District owned multi-purpose vehicle than there are seat belts. (At no time should more than seven (7) people, including the driver, be transported in the District owned multi-purpose vehicle. The passenger front seat may not be occupied by a student.)

5. At the conclusion of any trip, it is the driver's responsibility to clean the interior of the District owned multi-purpose vehicle, prior to its return to the Transportation Department.

6. There shall be NO SMOKING at any time in a District owned multi-purpose vehicle.

7. The reimbursement for a trip using a District owned multi-purpose vehicle will be the same as the reimbursement for using a school bus.

DRIVER'S REQUIREMENTS FOR DRIVING MULTI-PURPOSE VEHICLES

TRIPS INVOLVING STUDENTS:

Any use of a District owned multi-purpose vehicle which involves the transporting of students will require the driver to meet all Bus Driver qualifications including having a current, valid CDL, with a Passenger Endorsement and "S" endorsement; a current Medical Examiner Certificate; be actively engaged in the District's drug and alcohol testing program; and be up to date in the required Inservice hours for Bus Drivers.

TRIPS NOT INVOLVING STUDENTS:

Any use of a District owned multi-purpose vehicle, which involves the transporting of non-students, will require the driver to have a current valid driver's license. A copy of the driver's valid license will be kept on file in the Transportation Office.

AGENDA ITEM NO. 9.3

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Wyatt Milton - (259-2444)
ITEM TYPE:	Transportation
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of the 2024-2025 Baker County School District Transportation Department Bus Routes.

ATTACHMENTS:
08.05.2024.Approval of 24-25 Transporation Routes_W.Milton.pdf

Baker County Public Schools
Transportation Department

Sherrie Raulerson, Superintendent of Schools

392 South Boulevard East, Macclenny, Florida 32063

Telephone: (904) 259-2444 www.bakerk12.org Fax: (904) 259-9173

July 22, 2024

Mrs. Sherrie Raulerson
Superintendent
Baker County School District
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson,

The purpose of this letter is to request the approval of bus routes for the 2024-2025 school year.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Wyatt Milton

Wyatt Milton
Director of Transportation
Baker County School District

Bus 1 Secondary	Pick Up Time	Stop Address	Drop Off Time
	5:59	OCEAN ST	
	6:01	5520 LULU RD	
	6:04	5138 SHAW RD	
	6:07	209 @ KIRKLAND RD	
	6:14	5574 CR250A	
	6:16	22119 MICHAEL CASON RD	
	6:16	22143 Cason Rd, Sanderson, FL 32087	
	6:18	22375 CASON RD	
	6:19	5526 JUMP SHOT RD	
	6:20	22770 LEONARD FORD RD	
	6:22	OLUSTEE PARK	
	6:27	6118 WARDEN CIRCLE	
	6:38	7754 HOSS KELLER RD	
	6:55	DROP @ BCHS	
	7:05	DROP @ BCMS	
		7/20/24	

Bus 1 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:43	22770 LEONARD FORD RD	
	7:44	OLUSTEE PARK	
	7:48	5972 CR 231	
	7:51	5138 SHAW RD	
	7:52	5186 SHAW RD	
	7:53	5144 SHAW RD	
	7:56	209 & KIRKLAND	
	7:58	209 & FORREST RD	
	8:03	22119 MICHAEL CASON RD	
	8:09	6124 WARDEN CR	
	8:09	608 WARDEN CR	
	8:37	CR 125@ PONSELL NURSERY RD	
	8:37	7781 S CR 125	
	8:38	7744 S CR 125	
	8:39	7713 S CR 125	
	8:39	6896 S CR 125	
	8:40	6722 S CR 125	
	8:45	8705 MUDLAKE RD	
	8:45	ERNIE MAY GRIFFIS	
	8:48	6759 IRA STARLING RD	
	8:48	6811 IRA STARLING RD	
	8:49	IRA STARLING RD @ JIM STARLING	
	8:52	6061 S CR 125 (TURN AROUND)	
	8:55	6043 SHELLEY LANE	
	9:10	Drop at LES	
	9:30	Drop at PKK	
		7/19/24	

Bus 2 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:30	5 CHURCHES RD @ END	
	6:31	5 CHURCHES RD @ LANE AVE	
	6:33	12961 5 CHURCHES RD	
	6:35	5 CHURCHES RD @ CLAYTON AVE	
	6:36	5 CHURCHES RD @ CALIFORNIA CT	
	6:37	5 CHURCHES RD @ FAITH TEMPLE CHURCH RD	
	6:38	13545 5 CHURCHES RD	
	6:39	5 CHURCHES RD @ NANCY WILLIAMS DR	
	6:41	5 CHURCHES RD @ FAITH LOOP	
	6:41	9733 CR127	
	6:42	DOLPHIN COURT	
	6:43	13768 TONY GIVENS RD	
	6:43	13838 TONY GIVENS RD	
	6:44	13891 TONY GIVENS RD	
	6:45	13937 KING ST	
		EJ PAGE AND 229	
	6:55	139 @ DAVIS RD	
	6:55	139 @ THOMPSON RD	
	6:55	139 @ KING RUISE PARK	
	7:05	DROP AT BCHS	
	7:20	DROP AT BCMS	
		7/19/24	

Bus 2 Elementary	Pick Up Time	Stop Address	Drop Off Time
	8:05	13640 5 CHURCHES RD	4:27
	8:06	13149 5 CHURCHES RD	4:28
	8:07	5 CHURCHES RD @ CLAYTON AVE	4:29
	8:08	5 CHURCHES RD @ LANE AVE	4:30
	8:11	13733 DOLPHIN CT	4:26
	8:13	13768 TONY GIVENS RD	4:25
	8:14	13891 TONY GIVENS RD	4:24
	8:15	13976 TONY GIVENS RD	4:23
	8:25	139 @ DAVIS RD	
	8:25	139 @ THOMPSON RD	
	8:25	139 @ KING RUISE PARK	
	8:35	Drop at WES	
	8:45	Drop at PKK	
		7/19/24	

Bus 8 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:14	WOODLAWN RD & IVY HODGES RD	
	6:14	WOODLAWN RD & MYRTIS BARTON RD	
	6:15	WOODLAWN RD & WILLIE WILKERSON RD	
		6762 WOODLAWN RD	
	6:16	WOODLAWN RD & CHAD RD	
	6:16	WOODLAWN RD & GLENFIELD OAKS DR	
	6:18	6535 WOODLAWN RD	
	6:20	HILLCREST RD & CREEKSIDE DR	
	6:23	HILLCREST RD & GLO GENE RD	
	6:23	8350 HILLCREST DRIVE	
	6:24	GRANT ST & TAFT RD	
	6:25	GRANT ST & ADAMS RD	
	6:26	ADAMS RD & W BEN ROWE CIRCLE	
	6:28	BEN ROWE CIRCLE & J B HINES	
	6:29	BEN ROWE CIRCLE & CLOVER DR	
	6:30	8460 DUPREE RD	
	6:31	DUPREE RD & ACRE RD	
	6:32	8864 EASTWOOD RD	
	6:34	WOODLAWN RD & GLENN WILLIAMSON RD	
	6:35	WOODLAWN CEMETERY RD	
	6:36	5645 WOODLAWN CEMETERY RD	
	6:37	5686 WOODLAWN CEMETERY RD	
	7:00	DROP @ BCMS	
	7:10	DROP @ BCHS	
		7/19/24	

Bus 8 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:48	8502 ODIS YARBOROUGH RD	
	7:49	8396 ODIS YARBOROUGH RD	
	7:50	8372 ODIS YARBOROUGH RD	
	7:51	8385 ODIS YARBOROUGH RD	
	7:51	14467 HUNTERS RIDGE W	
	7:51	14396 HUNTERS RIDGE	
	7:52	14348 HUNTERS RIDGE W	
	7:53	14420 HUNTERS RIDGE E	
	7:54	8059 ODIS YARBOROUGH RD	
	7:54	7977 ODIS YARBOROUGH RD @ FRED TAYLOR RD	
	7:55	7834 ODIS YARBOROUGH RD	
	7:56	7667 ODIS YARBOROUGH RD	
	7:56	7575 ODIS YARBOROUGH RD	
	7:58	BOB BURNSED RD & YELLOW PINE N	
	7:59	13582 BOB BURNSED RD	
		13426 BOB BURNSED RD	
	8:00	BOB BURNSED RD & COTTONTAIL RD	
	8:05	7441 OAK RIDGE DR	
	8:05	7267 OAK RIDGE LOOP	
	8:10	11319 PINE LOOP	
	8:11	11608 PINE LOOP	
	8:13	SOUTH CONFEDERATE DR	
	8:14	11601 EAST CONFEDERATE DR	
		11753 CONFEDERATE DRIVE EAST	
	8:15	11977 N CONFEDERATE DR	
	8:16	12462 W CONFEDERATE DR	
	8:18	RUFUS POWERS RD & LESLIE THOMAS LN	
	8:19	MADISON DR & WESTSIDE ST	
		MADISON DR & WESTSIDE LOOP	
	8:23	Drop at WES	
	8:38	Drop at PKK	
		7/19/24	

Bus 12 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:22	4726 BARBER CIRCLE	
	6:24	CANAL RD @ NORTH CANAL RD	
	6:25	9640 BARBER LOOP	
	6:25	9924 BARBER LOOP	
	6:27	4071 WOLFE DR	
	6:27	4114 WOLFE DR	
	6:29	WOLFE DR @ PINE CIRCLE	
	6:31	1206 S. 5TH ST	
	6:33	AMERICAN WAY	
	6:36	5805 CW WEBB RD	
	6:36	6040 CW WEBB RD	
	6:37	PERSIMMON RD @ ASH RD	
	6:38	CW WEBB @ BLACK JACK RD	
	6:40	CEDAR RD @ CW WEBB RD	
	6:47	CHARLIE ROWE RD @ DUMPSTERS	
	6:47	LOWDER @ GRIFFIN COURT	
	7:01	DROP OFF @ BCMS	
	7:04	BAKER MANOR (BCHS ONLY)	
	7:05	LOWDER @ MLK DR (BCHS ONLY)	
	7:06	LOWDER @ GRISSHOLM ST (BCHS ONLY)	
	7:06	LOWDER @ QUAIL LANE (BCHS ONLY)	
	7:07	LEWIS @ 9TH	
	7:07	EDGAR ST/ LEWIS ST	
	7:15	BAKER BUS DR (BCHS ONLY)	
		DROP OFF @ BCHS	
		7/19/24	

Bus 12 Elementary	Pick Up Time	Stop Address	Drop Off Time
	8:18	531 SOUTH BLVD	4:00
	8:19	644 SOUTH BLVD WEST	4:01
	8:21	MINNESOTA AVE @ 1ST SET OF MAILBOXES	4:05
	8:22	MINNESOTA AVE @ 2ND SET OF MAILBOXES	4:06
	8:23	MINNESOTA AVE @ 3RD SET OF MAILBOXES	4:07
	8:24	SOUTH BLVD @ QUAIL LANE	4:00
	8:28	162 SOUTH BLVD (SUNSHINE DAYCARE)	3:55
	8:28	522 SOUTH 7TH ST (VANESSA'S LEARNING RANCH)	3:55
	8:38	DROP AT LES	
	8:48	DROP AT PKK	
		7/20/24	

Bus 13 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:10	HARLEY THRIFT @ BRIDGE	
	6:15	14893 N SR121	
	6:18	14725 N SR121	
	6:19	TWIN BRIDGES STORE	
	6:20	GRADY THOMAS LANE	
	6:20	N SR121 @ CANADAY MOBILE HOME PARK	
	6:21	5524 BLUE HOLE RD	
	6:22	5434 BLUE HOLE RD	
	6:23	5322 BLUE HOLE RD	
	6:23	4887 BLUE HOLE RD	
	6:24	4835 SHAVES BLUFF RD	
	6:25	4909 BLUE HOLE RD	
	6:26	N SR121 @ EVA JONES RD	
	6:28	14544 N SR121	
	6:29	23B and Faye Rd	
	6:30	5163 CR 23B	
	6:30	5163 CR23B	
	6:31	23B @ TOM WILKERSON RD	
	6:34	5834 LAURAMORE RD	
	6:35	5588 LAURAMORE RD	
	6:37	TOM WILKERSON @ HUCKLEBERRY LN	
	6:39	5232 VIOLET LANE	
	6:40	11808 FAYE RD	
	6:42	11732 FAYE RD	
	6:44	11710 FAYE RD	
	6:48	716 N 5TH ST	
	6:50	610 N 5TH ST	
	6:52	628 CR228	
	6:54	533 N 5th st	
	6:55	459 N 5TH ST	
	6:57	OHIO AVENUE TRAILER PARK	
	7:00	BCMS TRANSFERS TO BCHS	
		7/12/2024	

Bus 13 Elementary	Stop Address	Drop Off Time
7:45	546 RAILROAD AVE	
7:46	RAILROAD AVE @ HOMER ST	
7:50	450 RAILROAD AVE	
7:53	ROCK COURT	
7:54	124 MLK DR	
7:55	224 MLK DR	
7:57	226 MLK DR	
7:58	MLK DR @ SYCAMORE ST	
7:59	MLK DR @ W MINNESOTA	
8:00	410 MLK DR	
8:05	514 S 7TH ST	
8:06	520 S 7TH ST	
8:07	VANESSA'S LEARNING BLOCKS	
8:10	BAKER MANOR	
8:12	LOWDER @ MLK	
8:14	LOWDER ST @ JOAN ST	
8:15	LOWDER ST @ GRISSHOLM ST	
8:17	QUAIL LANE	
8:20	651 EDGAR ST	
8:21	520 LEWIS ST	
8:23	511 LEWIS ST	
8:24	9TH BLVD	
8:25	DROP AT PREK	
8:28	SOUTH BLVD @ 1ST ST	
8:29	SOUTH BLVD @ JONES RD	
8:30	2ND ST @ E MICHIGAN AVE	
8:31	3RD ST @ E MICHIGAN AVE	
8:32	219 EAST MICHIGAN AVE TINY TOTS	
8:35	4TH ST @ MCIVER ST	
8:36	350 S. COLLEGE ST	
8:37	449 S COLLEGE	
8:38	PREK DROP OFF	
8:52	LEGACY DROP OFF	
	7/12/2024	

Bus 16 Secondary	Pick Up Time		Drop Off Time
	6:28	NORTH LOWDER & FERN ST	
		NORTH LOWDER & LYONS ST	
	6:29	11863 N. LOWDER	
		12291 NORTH LOWDER ST (23A)	
	6:32	BOB KIRKLAND & BOBBY RAY LANE	
	6:32	6365 BOB KIRKLAND	
	6:33	6650 BOB KIRKLAND	
	6:34	BOB KIRKLAND & N FORTY	
	6:35	BOB KIRKLAND & TIM CREWS	
		LAURAMORE RD	
	6:39	N. LOWDER & SANDS POINTE ENTRANCE	
	6:42	COPPERFIELD & COPPERFIELD CT STOP SIGN	
	6:43	COPPERFIELD &COPPERCREEK STOP SIGN	
	6:44	COPPERFIELD & COPPERGATE STOP SIGN	
	6:46	N. LOWDER & HERITAGE OAKS	
	6:47	N. LOWDER & CHIPSHOT	
		N. LOWDER & GATLIN ST.	
		DROP OF AT BCHS	
		START BCMS PICKUP	
	7:05	ROOTERS COLLISION	
	7:07	N. LOWDER & GATLIN	
	7:10	N. LOWDER & OHIO ST (CHIPSHOT)	
	7:11	N. LOWDER & JAMES CT.	
	7:11	N.LOWDER & FERN ST.	
		TURN AROUND AT CHURCH	
	7:13	N. LOWDER & SANDS POINTE ENTRANCE	
	7:14	N. LOWDER & HERITAGE OAKS	
	7:15	N. LOWDER & CHIPSHOT	
	7:15	N. LOWDER & GATLIN ST.	
		DROP AT BCMS	
		7/18/24	

Bus 16 Elementary	Pick Up Time	Stop Address
	7:50	1122 COPPERCREEK DRIVE
	7:50	1118 COPPERFIELD
	7:51	COPPERFIELD & COPPERGATE CR. STOP SIGN
	7:53	5832 LAURAMORE RD
	7:54	TOM WILKERSON @ HUCKLEBERRY LN
	7:55	5233 VIOLET LANE
	7:58	11749 TOM WILKERSON RD
	7:59	11865 TOM WILKERSON RD
	8:01	12195 TOM WILKERSON RD
	8:02	12237 TOM WILKERSON RD
	8:05	N. LOWDER & SANDS POINTE ENTRANCE
	8:15	DROP AT MACCLENNY ELEMENTARY
	8:25	BAKER BUS DRIVE (1ST DRIVE BY GATE)
	8:26	CHARLIE ROWE & DUMPSTER
	8:27	CHARLIE ROWE RD LAST DRIVE ON RIGHT
	8:31	6040 CW WEBB
	8:33	6417 CW WEBB RD
	8:34	PERSIMMON RD JUST BEFORE ASH RD
	8:35	C.W. WEBB & CHERRYTREE
	8:50	DROP AT LEGACY
	9:00	DROP AT PKK
		7/19/24

Bus 18 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:22	DEERFIELD CIRCLE @ RAFUSE CIRCLE	3:03
	6:23	DEERFIELD CIRCLE @ PATRICK DR	3:04
	6:24	DEERFIELD CIRCLE @ PLEASANT RD	3:05
	6:26	DEERFIELD CIRCLE @ SOUTHWOOD RD WEST	3:07
	6:27	4221 DEERFIELD CIRCLE	3:08
	6:28	4283 DEERFIELD CIRCLE	3:09
	6:29	4345 DEERFIELD CIRCLE	3:10
	6:30	4417 DEERFIELD CIRCLE	3:11
	6:32	4515 DEERFIELD CIRCLE	3:13
	6:33	DEERFIELD CIRCLE @ SOUTHWOOD RD EAST	3:14
	6:34	HONEY WILKINSON @ ORANGE TRAIL	3:00
	6:40	SR 228 @ RICHARD GRIFFIS LANE	
	6:42	JULE RD @ MARTHA SOUTH	2:45
	6:43	JULE RD @ MARTHA NORTH	2:44
		DROP @ BCMS	
	7:00	4TH ST @ MICHIGAN AVE (BCHS ONLY)	2:40
		4th ST @ NORTH RAILROAD AVENUE	
	7:03	4th St @ Railroad Ave	
		DROP @ BCHS	2:43
			2:44
		7/18/24	

Bus 18 Elementary	Pick Up Time	Stop Address	Drop Off Time	
	7:40	SR228S @ RICHARD GRIFFIS RD	4:23	
	7:47	DEERFIELD CIRCLE @ PATRICK RD	4:32	
	7:48	DEERFIELD CIRCLE @ PLEASANT RD	4:33	
	7:48	DEERFIELD CIRCLE @ SOUTHWOOD RD WEST	4:34	
	7:49	4221 DEERFIELD CIRCLE	4:35	
	7:49	4283 DEERFIELD CIRCLE	4:36	
	7:50	4345 DEERFIELD CIRCLE	4:37	
	7:50	4417 DEERFIELD CIRCLE	4:38	
	7:51	DEERFIELD CIRCLE @ SOUTHWOOD EAST	4:40	
	8:01	4159 BARBER BROS CIRCLE	4:02	
		W M BARBER @ SPENCE RD	4:05	
	8:05	CANAL RD @ CANAL RD N	4:08	
	8:07	4097 WOLFE DR	4:10	
	8:08	4114 WOLFE DR	4:11	
	8:09	4134 WOLFE DR	4:12	
	8:09	4158 WOLFE DR	4:13	
	8:09	4210 WOLFE DR		
	8:10	4247 WOLFE DR	4:16	
	8:12	JULE RD		
	8:12	JULE RD (1206 S 5TH ST)		
	8:15	AMERICAN WAY		
		PICK UP ABC (PKK STUDENTS ONLY)		
		590 S. 5TH STREET		
		Drop at PKK		
		PICK UP ABC DAYCARE (LES STUDENTS ONLY)		
	8:18	56 LOWDER ST		
	8:35	Drop at LES		
		PM TRANSFER FROM LES TO PKK		
		7/25/2023		
		PM		
		PICK UP AT LES, DROP AT ABC, THEN PICK UP AT PKK, DROP AT ABC AGAIN		
		DROP AT JULE, AMERICAN WAY, THEN LOWDER		

Bus 21 Secondary	Pick Up Time	Stop Address	Drop Off Time
	5:50	127 @ MOCCASIN CREEK	
	5:53	PARADISE LANE @ 127	
	6:00	27464 CR127	
	6:01	27317 CR127	
		27283 CR 127	
	6:04	JAMES CREWS RD @ CR127	
	6:05	CHARLES PLACE @ CR127	
	6:20	CR120 & HASSIE JOHNS	
	6:21	10114 CR120	
	6:22	10731 CR120	
	6:25	11040 FREDRICK RAULERSON RD	
	6:31	23390 CR127	
	6:36	21596 S CARL BROWN	
	6:37	S CARL BROWN @ CHEROKEE RD	
	6:38	11331 PENDER RAULERSON	
	6:42	22075 CR127	
	6:42	21522 CR127	
	6:43	21251 CR127	
	6:44	21098 CR127	
	6:45	21033 CR127	
	6:47	CR127 @ REX FISH	
		11739 O C HORNE RD	
	7:00	DROP @ BCHS	
	7:10	DROP @ BCMS	
		7/19/2024	

Bus 21 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:50	11653 CR122	
	7:51	11692 CR122	
		21005 WINT REWIS RD	
	7:52	CR122 @ MEMORY LANE	
		12220 CR 122	
	7:54	14046 CR122	
	7:55	14093 CR122	
	7:57	21094 LILA HARVEY RD	
	7:58	21006 LILA HARVEY RD	
	7:59	PINEY LANE @ LILA HARVEY RD	
	8:00	LEAMON RD @ OC HORNE	
	8:02	13367 OC HORNE	
	8:04	12875 OC HORNE RD	
	8:05	BENNY JOE BENNETT RD @ OC HORNE	
		20131 NOAH RAULERSON RD	
	8:07	NOAH RAULERSON @ GARDEN WAY	
	8:08	NOAH RAULERSON @ DOLLIE LN	
	8:09	19644 NOAH RAULERSON RD	
	8:12	18458 NOAH RAULERSON RD	
	8:13	18351 NOAH RAULERSON RD	
	8:14	18346 NOAH RAULERSON RD	
		11654 CLARENCE BENNETT RD	
	8:15	KENNETH WALKER @ TOMMY LN	
	8:17	10928 ORBEY RHODEN RD	
	8:18	10902 ORBEY RHODEN RD	
	8:19	ORBEY RHODEN RD @ PHEASANT TRAIL	
	8:22	ORBEY RHODEN RD @ ANNE RD	
	8:23	18073 ORBEY RHODEN RD	
	8:24	ORBEY RHODEN RD @ JOHN ALLEN	
	8:40	DROP @ WES	
	8:50	DROP @ PKK	
		REVISED 5/15/23	

Bus 22 Secondary	Pick Up Time	Stop Address	Drop Off Time
	5:58	SR121S @ BUCK ROWE RD	
	5:59	SR121S @ PINE OAK CIRCLE	
	6:00	9010 SR 121 S	
	6:01	5913 SOUTHERN STATES NURSERY RD	
	6:03	7480 SR121S	
	6:04	7306 SR121S	
	6:09	8035 EDNA MANNING RD	
	6:12	8500 SHIRLEY RD	
	6:13	8733 SHIRLEY RD	
	6:15	2426 SR121S	
	6:19	TURN AROUND @ SR121 S & NE 271 AVE	
	6:25	6487 SR121S	
	6:29	9243 SR 121 S	
	6:31	8447 BROWN RD	
	6:32	4574 ESTATES ST @ CAMERON RD	
	6:34	PINE ST @ DOGWOOD ST	
	6:36	PINE ST @ MULBERRY ST	
	6:36	PINE ST @ MAPLE ST	
	6:37	PINE ST @ OAK ST	
	6:39	4501 HICKORY ST	
	6:39	4447 HICKORY ST	
	6:40	4354 HICKORY ST	
	6:41	4105 HICKORY ST	
	6:42	HICKORY ST @ CREPE MYRTLE ST	
	6:42	DOGWOOD ST @ CREPEMYRTLE ST	
	6:43	BIRCH@ CREPE MYRTLE ST	
	6:45	RAINTREE DR @ CREPE MYRTLE ST	
	6:46	RAINTREE DR @ LIVE OAK ST	
	6:47	ESTATES ST @ POPLAR ST	
	6:48	4838 ESTATES ST	
	7:00	DROP @ BCMS	
	7:10	DROP @ BCHS	
		7/12/24	

Bus 22 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:38	SR 121 S @ BUCK ROWE RD	
	7:39	SR 121 S @ PINE OAKS CIRCLE	
	7:45	8035 EDNA MANNING RD	
	7:50	6943 SR 121 @ CASH COW	
	7:53	9243 SR 121 S	
	7:54	9323 SR 121 S	
	7:55	BROWN RD @ JEFF STARLING RD	
	7:57	4838 ESTATES ST	
	7:57	4778 ESTATES ST	
	7:58	4574 ESTATES ST	
	8:00	LIVE OAK ST @ ACORN ST	
	8:03	4605 BIRCH ST	
	8:05	DOGWOOD @ FICUS ST	
	8:07	4363 DOGWOOD ST	
	8:08	4107 DOGWOOD ST	
	8:10	4162 HICKORY ST	
	8:11	4302 HICKORY ST	
	8:12	4331 HICKORY ST	
	8:14	HICKORY @ PINE ST	
	8:15	PINE @ MULBERRY ST	
	8:16	PINE @ MAPLE ST	
	8:23	Drop at LES	
	8:40	Drop at PKK	
		7/15/24	

Bus 24 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:08	12771 CR127	
	6:13	CR127N @ WILLIE GRIFFIS RD	
	6:15	CR127N @ KATIE JOHNSON LANE	
	6:17	10468 CR127N	
	6:18	CR 127 N RICHARD OLIVER	
	6:19	CR127N @ RUSH LANE	
	6:21	CR127N @ ANNIE MAE PAIGE RD	
	6:22	CR127N @ IVORY WILLIAMS RD	
	6:24	CR127N @ ABERNATHY CIRCLE	
	6:26	CR127N @ SANDERSON N CIRCLE	
	6:27	CR127 N @ SANDERSON S CIRCLE	
	6:26	8568 CR127N	
		8775 CR 127	
	6:27	CR127N @ BEECH ST	
	6:28	8359 THOMAS SWEAT RD	
	6:45	9656 GLENWOOD DR	
	6:46	9589 GLENWOOD DR	
	6:47	7861 FOREST CIRCLE	
	6:47	7798 FOREST CIRCLE	
	6:48	GLENWOOD AND BRIARWOOD CIRCLE	
	6:50	RV PARK	
		BCHS	
		BCMS	
		7/19/24	

Bus 24 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:50	14205 CR124	
	7:47	12085 LEON DOPSON RD	
	7:48	12060 LEON DOPSON RD	
	7:51	18867 LEON DOPSON RD	
	7:53	14205 CR124	
	7:57	11756 CR229	
	7:58	11908 CR229	
	7:59	BERTIE DAVIS RD @ CR229	
	8:00	BERTIE DAVIS RD @ HID DUGGER RD	
	8:05	CR229 @FRIENDSHIP PLACE	
	8:06	14104 GASKINS CIRCLE	
	8:06	GASKINS CIRCLE @ EJ PAIGE	
	8:07	GASKINS CIRCLE @ HILL RD	
	8:07	GASKINS CIRCLE @ JOYCE LN	
	8:07	GASKINS CIRCLE @ TIA PLACE	
	8:08	14668 GASKINS CIRCLE	
	8:09	BENNIE GIVENS @ END (TURN AROUND)	
	8:15	10546 CR229	
		9217 CR 229	
	8:16	9310 CR229N	
	8:18	CR229N @ CYPRESS RD	
	8:20	COLUMBIA ST	
	8:30	WES	
	8:40	PREK	
		7/19/2024	

Bus 25 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:34	11162 THOMAS DR	3:00
	6:34	11314-2 THOMAS DR	3:00
	6:37	1701 US90 (TRAILRIDGE MOBILE HOME PARK)	3:03
	6:39	ALLEN ACRES @ GLORY LANE	2:56
	6:43	EAST BLVD @ SHUEY AVE	2:20 / 2:49
	6:44	135 EAST BLVD	2:49
	6:44	EAST BLVD @ STANSEL AVE	2:53
	6:45	236 EAST BLVD	2:21/2:50
	6:45	EAST BLVD @ OHIO AVE	2:50
	6:45	EAST BLVD @ NORTH BLVD (CYPRESS POINT)	2:22 / 2:51
	7:00	BCMS	
	7:10	BCHS	

Bus 25 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:50	11203 THOMAS DRIVE	
	7:50	11314-2 THOMAS DRIVE	
	7:51	11345 THOMAS DRIVE	
	7:51	11245 RAYONIER RD	
	7:52	1701 US90 (TRAILRIDGE MOBILE HOME PARK)	
	7:53	ALLEN ACRES @ GLORY LANE	
	7:56	3691 US HWY90	
	7:58	71 DUGGER	
	7:59	709 EAST SHUEY	
	8:00	649 SHUEY AVE	
	8:00	EAST BLVD @ SHUEY AVE	
	8:01	EAST BLVD @ OHIO AVE	
	8:01	340 EAST BLVD	
	8:01	EAST BLVD @ NORTH BLVD (CYPRESS POINT)	
		OHIO STREET	
	8:05	NORTHWOOD APARTMENTS	
	8:07	OHIO AT 4TH	
	8:08	41 OHIO (TRAILER PARK)	
	8:08	55 W OHIO AVE	
	8:10	OHIO AT 7TH	
	8:17	333 RAILROAD AVENUE @ MLK	
	8:19	46 LOWDER ST	
	8:19	57 LOWDER	
		59 LOWDER	
	8:16	GATLIN ST	
	8:16	WHEELER ST	
	8:18	SHORTPUT ST	
	8:18	KATIE COURT	
	8:22	JAMES COURT	
	8:20	HERITAGE OAKS- CONSTITUTION & LOWDER STREET	
	8:21	ELOISE ST	
	8:22	FERN ST @ LOWDER	
		LYONS ST	
	8:23	HERITAGE OAKS- GOLF CLUB & LOWDER	
	8:30	DROP @ MES	
	8:40	DROP AT PKK	
		7/16/2024	

Bus 30 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:08	13561 ARNOLD RHODEN RD	3:22
	6:09	13452 ARNOLD RHODEN RD	3:21
	6:10	ARNOLD RHODEN RD @ LEWIS RHODEN RD	3:20
	PM STOP	GILFORD DAVIS RD @ CREEK RD	3:08
	6:15	9284 NOAH DAVIS RD	AM
	6:17	9243 NOAH DAVIS RD	3:10
	6:20	US HWY 90 @ GRIFFIS RD	3:06
	PM STOP	US HWY 90 @ MANSION RD	3:04
	6:24	9598 PINE TOP RD	2:58
	6:25	9319 PINE TOP RD	2:59
	6:26	9031 PINE TOP RD	3:00
	6:27	PINE TOP RD @ PONDEROSA TRAIL	3:01
	6:30	10050 GEORGE TABER BLVD	2:23
	6:31	W ANDREWS ST @ S LINCOLN	2:48
	6:32	E ANDREWS ST @ S SHERMAN AVE	2:49
	6:33	E ANDREWS ST @ S JEFFERSON	2:29
	6:34	E ANDREWS ST @ HAMILTON CREWS	2:50
	6:35	E PARMELEE ST @ S SHERMAN AVE	2:28
	6:36	9544 GEORGE TABER BLVD	2:26/2:53
	6:37	GEORGE TABER BLVD @ S GLEN BLVD	2:25/2:54
	PM STOP	9776 GEORGE TABER BLVD	2:25/2:55
	6:39	10068 LINCOLN AVE	2:22/2:46
	7:00	BCHS	
	7:10	BCMS	
		REVISED 5/18/23	

Bus 30 Elementary	Pick Up Time	Stop Address
	7:34	GRIFFIS RD
	7:39	7754 HOSS KELLER
	7:43	8990 S CR 229
	7:44	8752 CR229
	7:45	12085 WIREMILL RD.
	7:47	13452 ARNOLD RHODEN RD
	7:48	ARNOLD RHODEN RD @ LEWIS RHODEN
	7:54	9284 NOAH DAVIS RD
	7:55	9243 NOAH DAVIS RD
	7:56	9208 NOAH DAVIS RD
	7:57	NOAH DAVIS @ BUTCHER RD
	PM STOP	8603 US HWY90
	8:10	9598 PINE TOP RD
	8:11	9319 PINE TOP RD
	8:12	9243 PINE TOP RD
	8:13	9095 PINE TOP RD
	8:14	PINE TOP RD @ PONDEROSA TRAIL
		HWY 90 @ BED BATH & BISCUITS
	8:24	STODDARD AVE
	8:25	10254 STODDARD AVE
	8:25	DROP @ WES
	8:35	DROP @ PKK
		7/12/2024

Bus 31 Secondary	Pick Up Time	Stop Address	Drop Off Time
		55 W OHIO	
	6:30	5TH ST @ OHIO	
	6:31	4TH ST @ OHIO	
	6:32	3RD ST @ OHIO	
	6:33	NORTH BLVD @ DEERWOOD (BCHS STUDENTS)	
	6:33	NORTH BLVD @ FOX RIDGE (BCHS STUDENTS)	
	6:34	NORTH BLVD @ TIMBERLANE (BCHS STUDENTS)	
	6:34	NORTH BLVD @ 3RD ST	
	6:35	NORTH BLVD @ 6TH ST	
	6:36	NORTH BLVD @ 7TH ST	
	6:36	NORTH BLVD TRAILER PARK (BCHS STUDENTS)	
	6:38	MILTONDALE RD @ BARBARA CIRCLE	
	6:38	MILTONDALE RD @ JERRY CIRCLE	
	6:39	MILTONDALE RD @ AZALEA DR	
	6:39	MILTONDALE RD @ MAGNOLIA DR	
	6:40	6212 MILTONDALE RD	
	6:41	MILTONDALE RD @ MICHELLE RD	
	6:42	MILTONDALE RD @ WELLS RD	
	6:43	MILTONDALE RD @ BURNSED LANE	
	6:44	MILTONDALE RD @ OAKDALE LANE	
	6:45	6843 MILTONDALE RD	
	6:46	6896 MILTONDALE RD	
	6:47	6280 N RIVER CIRCLE	
		7062 MILTONDALE (PM ONLY)	
	6:48	SUZANNE @ E THOMAS CIRCLE	
	6:48	CHRISTIE COURT @ SUZANNE	
	6:49	908 CHRISTIE COURT	
	6:50	OWENS ACRES @ CHRISTY COURT	
	6:51	OWENS ACRES @ BOGIE DR	
	6:51	OWENS ACRES @ BIRDIE DR	
	6:52	OWENS ACRES @ AG CENTER	
	6:54	10650 ST MARYS CIRCLE	
	6:54	10795 ST MARY CIRCLE	
	6:55	ST MARY CIRCLE (WESTSIDE)	
		DROP AT BCHS	
	7:10	NORTH BOULEVARD (BCMS STUDENTS)	
	7:11	NORTH BLVD @ 7TH STREET (BCMS STUDENTS)	
	7:14	NORTH BLVD @ FOX RIDGE (BCMS STUDENTS)	
	7:15	NORTH BLVD @ DEERWOOD (BCMS STUDENTS)	

	7:20	DROP AT BCMS	
		7/19/24	

Bus 31 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:48	ROOSTERS	
	7:50	OWEN ACRES @ AG CENTER	
	7:51	OWEN ACRES @ BIRDIE DRIVE	
	7:52	OWEN ACRES @ BOGIE DRIVE	
	7:53	216 OWEN ACRES	
	7:54	359 OWEN ACRES	
	7:55	904 CHRISTIE COURT	
	7:55	SUZANNE DRIVE @ THOMAS CIRCLE	
	7:57	SUZANNE DRIVE @ RIVER CIRCLE	
		10654 HILLSIDE DRIVE	
	8:01	6172 MILTONDALE RD	
	8:02	6212 MILTONDALE RD	
		6096 MICHELE RD	
	8:04	6843 MILTONDALE RD	
	8:05	MILTONDALE RD @ MAGNOLIA DR	
	8:06	MILTONDALE RD @ AZALEA DR	
	8:07	MILTONDALE RD @ JERRY CIRCLE	
	8:07	902 MILTONDALE RD	
	8:08	MILTONDALE RD @ BARBARA CIRCLE	
	8:09	331 N BLVD (ROCK AND LEE TRAILER PARK)	
	8:09	203 N BLVD	
	8:15	11411 DEERWOOD CIRCLE	
	8:16	11222 DEERWOOD CIRCLE	
	8:17	11178 DEERWOOD CIRCLE	
	8:18	11047 DEERWOOD CIRCLE	
	8:19	11027 DEERWOOD CIRCLE	
	8:20	NORTH RIDGE @ FOX RIDGE ESTATES	
	8:22	NORTH BLVD @ TIMBERLANE	
	8:24	NORTH BLVD @ 3RD ST	
	8:25	NORTH BLVD @ 4TH ST	
	8:35	DROP @ MES	
	8:45	DROP @ PKK	
		7/13/23	

Bus 33 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:15	STARLING GROVES	
	6:15	GEORGE HODGES RD @ HAMPTON INN	
	6:16	GEORGE HODGES RD @ ANNA BELL PLACE	
	6:16	5867 GEORGE HODGES RD	
	6:17	GEORGE HODGES RD @ ASPEN RD	
	6:18	5818 CAMPHOR RD	
	6:20	6146 CHESTNUT RD	
	6:21	6322 CHESTNUT RD	
	6:23	6457 CHESTNUT RD	
	6:27	9226 ASPEN RD	
	6:27	5769 ASPEN @ GUM RD	
	6:28	WILLOW RD @ SCRUB OAK LN	
	6:28	5598 WILLOW RD	
	6:30	5954 GEORGE HODGES RD	
	6:32	WILLIS HODGES RD @ BRENT LN	
	6:33	WINN DIXIE	
	6:34	BARBER RD	
	6:34	BARBER R @ RHODEN MHP	
	6:35	BARBER RD @ RHODEN LN	
	6:37	CARY BARBER RD @ SCOTT ST	
	6:39	6448 BARBER RD	
	6:40	South Blvd and MLK	
	6:45	507 7TH ST	
		509 S. 7th st	am only
		514 7th ST	
	6:48	MCIVER AVE (ROCK COURT)	
	6:49	MLK @ MCIVER AVE	
	6:50	RAILROAD ST @ HOMER ST	
	6:52	MINNESOTA AVE @ 1ST SET OF MAILBOXES	
	6:57	9th AND SOUTH BLVD WEST	
	7:00	DROP @ BCMS	
	7:10	DROP @ BCHS	
		8/10/2023	

Bus 33 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:50	6393 WOODLAWN RD	
	7:52	WOODLAWN RD @ GLENFIELD OAKS	
	7:52	6661 WOODLAWN RD	
	7:53	WOODLAWN RD @ CHAD RD	
	7:54	6676 WOODLAWN RD	
	7:57	PENNY PLACE (CREEKSIDE RD)	
	7:58	8504 HILLCREST DR	
	7:58	8625 HILLCREST DR	
	7:59	8695 HILLCREST DR	
	7:59	8457 HILLCREST DR	
	8:00	8883 HILLCREST DR	
	8:00	8849 HILLCREST DR	
	8:03	8350 HILLCREST DR	
	8:03	6422 WOODLAWN RD @ GRANT ST	
	8:04	8250 GRANT ST	
	8:04	GRANT AND ADAMS RD	
	8:04	6093 ADAMS RD	
	8:05	6069 ADAMS RD	
	8:05	8269 BEN ROWE CIRCLE	
	8:06	8596 E BEN ROWE CIRCLE	
	8:07	8743 E BEN ROWE CIRCLE	
		8786 S BEN ROWE CIRCLE	
	8:08	8957 W BEN ROWE CIRCLE	
	8:09	6067 TAFT RD	
	8:10	8511 DUPREE RD	
	8:11	DUPREE RD @ ACRE RD	
	8:12	8864 EASTWOOD RD	
	8:13	8754 EASTWOOD RD	
		WOODLAWN & GLEN WILLIAMSON RD	
	8:15	5571 WOODLAWN CEMETERY RD	
	8:15	5645 WOODLAWN CEMETERY RD	
	8:16	5926 WOODLAWN CEMETERY RD	
	8:20	Drop at LES	
	8:35	Drop at PKK	
		7/19/2023	

Bus 36 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:20	13925 STILLWATER RD	
	6:25	UGA LANE	
	6:27	5879 RIVERSIDE DRIVE	
	6:31	6364 CR23D	
	6:32	CR23D @ STONE RD	
	6:33	7621 CR23C	
	6:33	CR23C @ DURLAND RD	
	6:34	CR23C @ IRENE YARBOROUGH RD	
	6:34	6763 JAMES BRITT RD @ REIN CT	
	6:05	ODIS YARBOROUGH & WILDCAT ALLEY	
	6:07	23C @ TIM RHODEN	
	6:09	6810 ODIS YARBOROUGH	
	6:10	SMOOTHE BORE & EVERGREEN	
	6:10	SMOOTHE BORE & PARROT	
	6:35	6994 JAMES BRITT RD	
	6:40	6382 CR23C	
	6:41	CR23C @ RUBEN CRAWFORD RD	
	6:42	14282 CR23A	
	6:42	CR23A @ WINDELL KIRKLAND RD	
	6:42	13972 JONNY KIRKLAND RD	
	6:43	5709 TALL PINE RD	
	6:44	5581 N TALL PINE RD	
	6:44	5601 S TALL PINE RD	
	6:45	5658 S TALL PINE RD	
	6:45	5754 S TALL PINE RD	
	6:47	13055 CR 23A N	
	7:00	BCHS	
	7:10	BCMS	
		7/19/2023	

Bus 36 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:52	6007 HARLEY THRIFT RD	
	7:54	HARLEY THRIFT @ BRIDGE	
	7:55	CANADAY TRAILER PK	
	7:56	4835 SHAVES BLUFF RD	
	7:56	4925 SHAVES BLUFF RD	
	7:57	5524 BLUE HOLE RD	
	7:57	14854 SR BLUE HOLE	
	7:58	5190 GRADY THOMAS LN	
	8:05	15918 SR 121	
	8:08	12798 N SR121	
	8:09	13908 N SR 121	
	8:10	N SR121 @ HONEY DEW LANE	
	8:10	12310 N SR121	
	8:10	LEES LANE	
	8:12	706 N. 6TH STREET	
	8:14	669 N. 6TH STREET	
	8:15	244 N 6TH STREET	
	8:15	459 N. 5TH ST	
	8:15	374 N. 5TH ST	
	8:15	334 N 5TH STREET	
	8:18	90 BLAIR ST	
	8:19	107 BLAIR ST	
	8:19	285 BLAIR ST	
	8:21	450 CARDINAL LANE	
	8:22	455 IVY ST	
	8:22	477 W LINDA ST	
	8:25	315 IVY ST	
	8:26	505 NORTH 7TH ST	
	8:27	118 LINDA ST	
		DROP AT MES	
		DROP AT PKK	
		7/20/2024	

Bus 49 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:10	1702 WHIPPERWILL RD	
	7:15	1618 WHIPPERWILL RD	
	7:16	18603 BF FINELY	
	7:24	1459 PINE RIDGE	
	7:28	1201 THORNTON RD	
	7:29	1305 THORTON RD	
		1381 SR 229	
	7:30	14761 BOYCE RD	
	7:32	14310 BOYCE RD	
	7:35	4329 BOYCE RD	
		PECAN CIRCLE @ BOYCE RD	
	7:36	14298 BARFIELD	
	7:37	14530 CLARENCE DOBBS	
	7:37	1549 SOUTH CR 229	
	7:37	CR229 @ STEEL	
	7:39	2269 CR 229	
	7:40	LOIS LN & 229	
	7:42	2719 WILL ELLEDGE	
	7:43	2555 WILL ELLEDGE	
	7:45	SAPP RD	
		14012 SAPP RD	
	7:46	RAY ROGERS (SAPP)	
	7:51	LEX JONES RD @ CLET HARVEY RD	
	7:52	12292 CLET HARVEY RD	
	7:57	11820 CLET HARVEY	
	8:00	10353 CLET HARVEY	
	8:01	3573 CALVARY LANE	
	8:02	10290 CLET HARVEY	
	8:03	BRANNEN LANE @ L E HARVEY	
	8:05	BRIARBUSH LANE @ L E HARVEY	
	8:25	Drop at LES	
	8:40	Drop at PKK	
		7/19/2023	

Bus 42 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:00	12076 CR122	3:27
	6:02	14046 CR122	3:25
	6:04	14093 CR122	3:23
	6:05	14222 CR122	3:22
	6:06	21006 LILA HARVEY RD	3:21
	6:06	13980 PINEY LANE	3:21
	6:08	20618 LEAMON RD	3:19
	6:10	13367 O C HORNE RD	3:17
	6:11	12875 OC HORNE RD	3:16
	6:12	20400 BENNY JOE BENNETT RD	3:15
	6:13	12397 OC HORNE RD	3:14
	6:17	19985 NOAH RAULERSON RD	3:10
	6:18	NOAH RAULERSON RD @ DOLLIE LANE	3:09
	6:19	18346 NOAH RAULERSON RD	3:08
	6:20	18351 NOAH RAULERSON RD	3:07
	6:20	18312 NOAH RAULERSON RD	3:07
	6:24	KENNETH WALKER RD @ TOMMY RD	3:03
	6:26	ORBEY RHODEN RD @ JOHN ALLEN RD	3:01
	6:27	10873 ORBEY RHODEN RD	3:00
	6:28	ORBEY RHODEN RD @ ANNE RD	2:59
	6:28	ORBEY RHODEN RD @ PHEASANT TRAIL	2:59
	6:30	18256 CR127N	2:57
	6:30	18117 CR127N	2:57
	6:32	17500 CR127N	2:56
	6:33	CLARENCE BENNETT AT JAMES CRAWFORD	
	6:34	18975 CR125N	2:54
	6:34	18910 CR125N	2:54
	6:35	CR125 N @ AARON FISH RD	2:53
	6:35	CR125 N @ WASSIE FISH RD	2:52
	6:36	17430 CR125N	2:51
	6:38	17263 CR125N	2:49
	6:40	16148 CR125N	2:47
		MADISON BETWEEN 125 AND RUFUS POWERS- HS ONLY	
	6:45	Drop at BCHS	
	7:00	Drop at BCMS	
		7/12/2024	

Bus 42 Elementary	Pick Up Time	Stop Address		
	7:23	CR125 N @ SMALLBRANCH TRAIL		
	7:23	CR125 N @ CUYLER AIRFIELD LANE		
	7:28	CR127 N @ REX FISH RD		
	7:29	21033 CR 127 SANDERSON FL		
	7:29	21098 CR 127 SANDERSON FL		
	7:32	27317 CR 127 SANDERSON FL		
	7:35	27257 CR 127 SANDERSON FL		
	7:36	27283CR 127		
	7:40	27651 CR 127 N PARADISE LANE		
	7:41	13675 MOCCASIN CREEK CIR		
	7:49	23726 HASSIE JOHN RD		
	7:49	23600 HASSIE JOHNS RD		
	7:51	N CARL BROWN @ PENDER RAULERSON		
	7:55	S CARL BROWN @ CHEROKEE		
	8:01	21294 CR 127		
	8:02	11605 OC HORNE RD		
	8:03	FRANK COMBS CIRCLE @ OC HORNE RD		
	8:08	18256 CR 127		
	8:09	18117 CR 127		
	8:09	11361 THRASHER RD		
	8:10	11430 ROBIN LN		
	8:10	18910 CR 125 N		
	8:16	7959 MADISON ST		
	8:16	7889 MADISON ST		
	8:17	MADISON @ MORNING SIDE		
	8:20	Drop at WES		
	8:40	DROP @ PKK		
		7/12/24		

Bus 44 Secondary	Pick Up Time	Stop Address	Drop Off Time	
1	5:45	13898 EAST TOWER RD		
2	5:55	CR250 @ LITTLE DIXIE		
3	6:05	JACK DOWLING CIRCLE @ COY TAYLOR		
4	6:06	15985 JACK DOWLING CIRCLE		
5	6:08	16647 JACK DOWLING CIRCLE		
6	6:10	26770 CR250		
7	6:11	27089 CR250		
8	6:13	14575 AUZZIE HARVEY RD		
9	6:15	EDDY GRADE @ BENNETT'S		
10	6:20	22689 THANNIE HARVEY RD		
11	6:22	THANNIE HARVEY RD @ HILLTOP		
12	6:24	21750 RED MAPLE CIRCLE		
13	6:25	21430 BARN RD		
14	6:27	21549 THANNIE HARVEY RD		
15	6:28	21508 PLEASANT GROVE CHURCH RD		
16	6:29	21439 PLEASANT GROVE CHURCH RD		
17	6:30	PLEASANT GROVE CHURCH RD		
18	6:35	22410 DOYLE WILLIAMS RD		
19	6:37	21367 DOYLE WILLIAMS RD		
20	6:38	DOYLE WILLIAMS RD @ FOXRIDGE TRAIL		
21	6:40	TAYLOR STORE		
22	6:41	24498 N CR125		
23	6:43	23733 N CR125		
24	6:45	O C HORNE @ N CR125		
25	6:50	19669 N CR125		
26	6:55	16919 N CR125		
27	6:57	N CR125 (FOSTER)		
		15339 CR 125	Student will ride Bus 69	
28	6:59	13605 N CR125	Student will ride Bus 69	
29	7:00	13379 N CR125	Student will ride Bus 69	
30	7:02	13072 N CR125	Student will ride Bus 69	
31	7:04	11705 N CR125	Student will ride Bus 69	
32	7:05	N CR125	Student will ride Bus 69	
33	7:06	11212 N CR125	Student will ride Bus 69	
34	7:07	10983 KICKLIGHTER (N CR125)	Student will ride Bus 69	
35	7:08	N CR125 @ 7468 BLAIR CIRCLE	Student will ride Bus 69	
	7:10	DROP @ BCHS		
	7:20	DROP @ BCMS		

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Bus 43 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:15	18523 CR127N	
	6:17	OSCEOLA RD & TIMBERLAND RD	
	6:17	18485 TIMBERLAND RD	
	6:18	18603 TIMBERLAND RD	
	6:20	CR127N @ ALTMAN'S WAY	
	6:21	19951 CR127N	
	6:23	10692 BERTHA MAE HARRIS RD	
	6:25	20035 CREWS RD	
	6:26	19760 CREWS RD	
	6:27	19667 CREWS RD	
	6:28	19619 CREWS RD	
	6:28	CREWS RD @ HOLLIE RD	
	6:29	CREWS RD @ QUIET WOODS RD	
	6:29	19341 CREWS RD	
	6:30	CREWS RD @ OAKHILL RD	
	6:30	19008 CREWS RD	
	6:31	CREWS RD @ KINGHORN RD	
	6:31	CREWS RD @ WINDY HILL	
	6:33	17910 CREWS RD	
	6:34	CREWS RD @ HARVEST LOOP	
	6:35	CREWS RD @ TIMERTRACE	
	6:35	17200 CREWS RD	
	6:36	CREWS RD @ LEWIS ANDERSON RD	
	6:37	CREWS RD @ WOODROW RAULERSON RD	
	6:38	CREWS RD @ OAKWOOD TERRACE	
	6:39	16672 CREWS RD	
	6:40	16522 CREWS RD	
	7:00	DROP AT BCHS	
	7:10	DROP AT BCMS	
		7/19/2024	

Bus 46 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:45	CR 125 @ WASSIE FISH RD	
	7:45	CR 125 @ AARON FISH RD	
	7:50	10994 BLUFF CREEK RD	
	7:53	CR 127 @ ALTMANS WAY	
	7:54	20407 CR 127	
	7:55	10551 BERTHA MAE HARRIS RD	
	7:57	19674 CREWS RD	
	7:58	19667 CREWS RD	
	7:59	CREWS RD @ HOLLIE RD	
	8:00	CREWS RD @ QUIET WOODS LN	
	8:01	19452 CREWS RD	
	8:02	CREWS RD @ OAKHILL RD	
	8:04	CREWS RD @ KINGHORN RD	
	8:05	CREWS RD @ WRIGHTS LANE	
	8:06	18211 CREWS RD	
	8:07	17830 CREWS RD	
	8:08	CREWS RD @ HARVEST LOOP	
	8:09	CREWS RD @ TIMBERTRACE RD	
	8:10	CREWS RD @ LEWIS ANDERSON	
	8:11	17037 CREWS RD	
	8:12	CREWS RD @ WOODROW RAULERSON	
	8:13	CREWS RD @ OAKWOOD TERRACE	
	8:30	DROP @ WES	
	8:40	DROP @ PKK	
		7/19/2024	

Bus 48 Secondary	Pick Up Time	Stop Address	Drop Off Time
1	6:22	STEEL BRIDGE RD @ CAMPGROUND	3:06
2	6:23	1417 STEEL BRIDGE RD	3:06
3	6:24	1367 STEEL BRIDGE RD	3:07
4	6:24	1029 STEEL BRIDGE RD	3:07
5	6:32	STEEL BRIDGE RD @ L E WILKERSON RD	3:05
6	6:34	5652 STEEL BRIDGE RD	3:00
7	6:36	STEEL BRIDGE RD @ LEONARD NORMAN RD	3:00
8	6:36	STEEL BRIDGE RD	3:00
9	6:38	13980 N 121	2:59
		13937 N 121	
10	6:40	SR121 N @ PAPA FRASIER	2:59
11	6:41	SR121 N @ PAUL THRIFT RD	2:57
12	6:42	12310 SR121 N	2:56
13	6:42	SR121 N @ ROGERS TRAIL	2:53
14	6:43	706 SR121 N	2:52
15	6:43	702 N 121	2:53
16	6:44	702/704 NEWPORT	2:52
17	6:44	SR121 N @ ELOISE ST	2:51
18	6:45	LINDA ST @ 7TH ST	2:50
19	6:45	309 LINDA ST	2:49
		555 LINDA ST PM	
20	6:46	IVY ST @ CARDINAL LANE	2:47
21	6:47	IVY ST @ CANARY LANE	2:47
22	6:48	BLAIR ST @ OHIO ST	2:46
23	6:49	230 BLAIR ST	2:45
24	6:49	260 BLAIR ST	2:44
25	6:50	BLAIR ST @ DOUBERLY RD	2:43
	7:00	DROP @ BCHS	
	7:10	DROP @ BCMS	
		REVISED 6/13/23	

Bus 48 Elementary	Pick Up Time	Stop Address	Drop Off Time
1	7:42	925 STEEL BRIDGE RD	4:38
2	7:46	1367 STEEL BRIDGE RD	4:37
3	7:48	1447 STEEL BRIDGE RD	4:36
4	7:50	1739 STEEL BRIDGE RD	4:34
5	7:53	STEEL BRIDGE RD @ 3299 LE WILKERSON	4:32
6	7:56	5420 STEEL BRIDGE RD	4:29
7	7:57	5763 STEEL BRIDGE RD	4:28
8	7:57	STEEL BRIDGE RD @ LEONARD NORMAN RD	4:28
9	8:01	CR23C @ STILLWATER RD	4:26
10	8:05	CR23A N @ HARRY REWIS	4:16
		CR23A @ GRAMPS TRAIL	
11	8:07	5581 S TALL PINE RD	4:16
12	8:08	5658 S TALL PINE RD	4:17
13	8:08	5709 N TALL PINE RD	4:18
		CR23C & MARTIN RHODEN	
18	8:11	5809 TIM CREWS RD	4:13
19	8:13	BOB KIRKLAND RD @ NORTH 40 CIRCLE	4:10
20	8:14	6595 BOB KIRKLAND RD	4:09
21	8:16	6965 SANDSDALE RD	4:06
22	8:17	BOBBY RAY RD @ BOB KIRKLAND RD	4:04
23	8:17	6247 BOB KIRKLAND RD	4:03
24	8:18	6131 BOB KIRKLAND RD	4:02
		12421 N CR 23A	
26	8:21	CR23A N @ PETER'S LANE	4:10
	8:35	DROP @ MES	
	8:45	DROP @ PKK	
		REVISED 7/13/23	

Bus 53 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:05	13500 E W BARTON RD	
	6:07	13640 HAMP REGISTER RD	
	6:09	CR127 @ 12648 COMBS TRAIL	
	6:11	CR127 @ 14328 LEON DOPSON RD (DINKINS)	
	6:15	LEON DOPSON @ INDEPENDENCE DR	
	6:18	12102 LEON DOPSON RD	
	6:19	14049 BOGGIN LANE	
	6:20	14025 CR 124	
	6:21	14259 CR124	
	6:25	11908 CR229 (PALM TREE DRIVEWAY)	
	6:26	CR229 @ VERDIE DORMAN RD	
	6:28	CR229 @ BERTIE DAVIS CIRCLE	
	6:29	CR229 @ HID DUGGER	
	6:31	10602 CR229 N	
	6:32	10272 CR229 N	
	6:35	10023 CR 229 N	
	6:35	CR229 @ FRIENDSHIP PLACE	
	6:36	15105 GASKINS CIRCLE	
	6:37	14784 GASKINS CIRCLE	
	6:38	14668 GASKINS CIRCLE	
	6:39	GASKINS @ JOYCE LANE	
	6:40	14104 GASKINS CIRCLE	
	6:42	BENNIE GIVENS CT- TURN AROUND	
	6:42	9381 BENNIE GIVENS CT	
	6:45	9451 CR 229 N	
	6:46	9346 CR229 N	
		9369 CR 229 N	
	6:47	CR229 @ BAY ST	
	7:00	DROP @ BCHS	
	7:10	DROP @ BCMS	

Bus 53 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:46	13503 E W BARTON RD	
	7:48	13454 HAMP REGISTER RD	
	7:51	CR127 @ LEON DOPSON RD (DINKINS CHURCH)	
	7:54	CR127 @ WILLIE GRIFFIS	
	7:55	CR127 @ NATALIE LANE	
	7:58	10900 CR127	
	8:00	10545 CR127	
	8:02	CR127 @ RICHARD OLIVER RD	
	8:03	SHELTONS PLACE	
	8:03	CR127 @ ANNIE MAE PAIGE RD	
	8:05	CR127 @ ABERNATHY CIRCLE (13830)	
	8:07	8775 CR127	
	8:08	CR127 @ SANDERSON CIRCLE NORTH	
	8:08	CR127 @ SANDERSON CIRCLE SOUTH	
	8:20	8582 CR139B	
	8:21	CR139B @ WATSON RD	
	8:22	10269 ROUGH LANE	
	8:22	CR139B @ AUNT MARY HARVEY	
	8:23	8165 CR139B	
	8:24	7950 KLEIN RD	
	8:24	7879 KLEIN RD	
	8:25	7903 KLEIN RD	
	8:27	HONEYSUCKLE LANE	
	8:28	7618 CR139B	
	8:28	7748 CR139B	
	8:30	7712 CR139B	
	8:35	Drop at WES	
	8:45	Drop at PKK	
		7/16/2024	

Bus 52 Secondary	Pick Up Time	Stop Address	Drop Off Time
1	6:14	TURNER CEMETERY RD @ CUYLER RD	
2	6:15	TURNER CEMETERY RD@ HARRY'S PLACE	
3	6:17	TURNER CEMETERY RD	
4	6:20	TURNER CEMETERY RD @ JD SMITH TRAIL	
5	6:25	CEDAR CREEK FARMS RD	
6	6:26	11408 CEDAR CREEK FARMS RD	
7	6:30	9686 CEDAR CREEK FARMS RD	
8	6:35	10455 CLAUDE HARVEY RD	
9	6:37	9657 CLAUDE HARVEY RD	
10	6:39	CLAUDE HARVEY RD	
11	6:40	8186 CLAUDE HARVEY RD	
12	6:41	CLAUDE HARVEY RD	
		CLAUDE AND JD HIGGINBOTHAM	PM ONLY
		7638 PIERCE RD	PM ONLY
13	6:44	7586 PIERCE RD	1`1`
14	6:45	10846 BURNSED & CRAWFORD RD	
15	6:45	BURNSED & CRAWFORD RD	
16	6:50	HONEYSUCKLE LANE / KLEIN RD	
17	6:51	7879 KLEIN RD	
18	6:55	8178 WATSON RD	
19	6:55	7955 AUNT MARY HARVEY RD	
20	6:56	ANDREW RAULERSON RD	
21	6:58	ANDREW RAULERSON RD	
22	7:00	W MADISON ST @ CLINTON AVE	
	7:05	DROP @ BCHS	
	7:15	DROP @ BCMS	
		7/19/24	

Bus 52 Elementary	Pick Up Time	Stop Address	Drop Off Time
1	7:45	TURNER CEMETERY RD @ CUYLER RD	
2	7:46	TURNER CEMETERY RD@ HARRY'S PLACE	
3	7:47	17155 TURNER CEMETERY RD	
4	7:49	15665 TURNER CEMETERY RD	
5	7:50	15397 TURNER CEMETERY RD	
6	7:51	TURNER CEMETERY RD @ JD SMITH TRAIL	
7	7:52	14408 TURNER CEMETERY RD	
		11408 CEDAR CREEK FARMS	
8	7:59	10412 CEDAR CREEK FARMS RD	
9	7:59	9827 CEDAR CREEK FARMS RD	
10	8:00	9827 CEDAR CREEK FARMS	
11	8:00	9796 CEDAR CREEK FARMS RD	
12	8:01	9686 CEDAR CREEK FARMS	
	8:10	10533 CLAUDE HARVEY RD	
13	8:12	10455 CLAUDE HARVEY RD	
14	8:13	9957 CLAUDE HARVEY RD	
15	8:15	8186 CLAUDE HARVEY RD	
16	8:16	8112 CLAUDE HARVEY RD	
17	8:21	10846 BURNSED & CRAWFORD RD	
18	8:22	BURNSED & CRAWFORD @ JD HIGGINBOTHAM	
19	8:20	7586 PIERCE RD	
20		PIERCE @ FISHPOND	
		AUNT MARY HARVEY RD	
21	8:25	10203 ANDREW RAULERSON RD	
22	8:25	10352 ANDREW RAULERSON RD	
		10398 ANDREW RAULERSON RD	
23	8:25	10416 ANDREW RAULERSON RD	
24	8:26	10405 ANDREW RAULERSON RD	
25	8:30	10398 ANDREW RAULERSON RD	
26	8:31	CLINTON AVE @ MADISON ST	
27	8:32	WESTSIDE NURSERY AND PRESCHOOL	
28	8:30	WASHINGTON AND JEFFERSON	
	8:35	DROP @ WES	
	8:45	DROP @ PKK	
		7/19/2024	
		*PM- DROPS OFF WES STUDENTS AT WESTSIDE NURSERY	

		69 WILL DROP OFF WESTSIDE NURSERY PKK STUDENTS

Bus 54 Elementary	Pick Up Time	Stop Address	Drop Off Time
		13857 CEDAR CREEK DRIVE	
1	7:45	13687 CEDAR CREEK DRIVE	
2	7:46	13692 CEDAR CREEK DRIVE	
3	7:47	13734 CEDAR CREEK DRIVE	
4	7:47	13762 CEDAR CREEK DRIVE	
5	7:48	13777 CEDAR CREEK DRIVE	
6	7:48	13799 CEDAR CREEK DRIVE	
7	7:49	JOHN WILLIAMS @ JONNY HARVEY RD	
8	7:49	13716 JOHN WILLIAMS RD	
9	7:50	13466 FRED HARVEY RD	
10	7:51	FRED HARVEY RD @ SIMMONS LN	
11	PM ONLY	FRED HARVEY RD @ SHADY PINE WAY	
12	7:51	FRED HARVEY @ PEEWEE HARVEY PLACE	
13	7:52	FRED HARVEY RD @ CATHY WAY	
14	7:53	12876 FRED HARVEY RD	
15	7:54	FRED HARVEY RD @ JEREMY'S WAY	
16	7:58	COW PEN RD @ NOEL RD	
	8:00	12841 COW PEN RD	
17	8:01	9213 SMOKEY RD	
18	8:02	SMOKEY RD @ HOPKINS RD	
19	8:03	9629 SMOKEY RD	
20	8:10	NURSERY BLVD @ ISLAND OAKS RV PARK	
21	8:12	10362 GLENNWOOD	
22	8:13	9656 GLENNWOOD	
23	8:14	FORREST CR	
	8:16	10471 NURSERY BLVD	
	PM ONLY	HWY 90 @ HIGGINBOTHAM TOWNG	
24	8:19	N. CLINTON AVE @ POST OFFICE	
25	8:20	10184 SHERMAN AVE	
	8:25	DROP @ WES	
	8:35	DROP @ PKK	
		7/19/2024	

Bus 54 Secondary	Pick Up Time	Stop Address	Drop Off Time
1	6:12	13692 CEDAR CREEK DRIVE	
2	6:12	13734 CEDAR CREEK DRIVE	
3	6:13	13762 CEDAR CREEK DRIVE	
		13771 CEDAR CREEK DRIVE	
4	6:14	13780 CEDAR CREEK DRIVE	
5	6:15	13799 CEDAR CREEK DRIVE	
6	6:17	WILBURN WAY @ JOHN WILLIAMS RD	
7	6:18	JONNY HARVEY @ JOHN WILLIAMS RD	
8	6:19	13716 JOHN WILLIAMS RD	
9	6:21	13485 FRED HARVEY RD	
10	6:21	13597 FRED HARVEY RD	
11	6:22	FRED HARVEY RD @ SIMMONS LN	
12	6:22	FRED HARVEY RD @ SHADY PINE WAY (PM ONLY)	
13	6:23	12876 FRED HARVEY RD	
14	6:23	FRED HARVEY @ JEREMY'S WAY	
15	6:24	12414 FRED HARVEY	
16	6:25	12000 FRED HARVEY	
17	6:26	11722 FRED HARVEY	
18	6:28	12841 COW PEN RD (TURN AROUND)	
19	6:29	12181 COW PEN RD	
20	6:30	COW PEN RD @ NOEL RD	
21	6:31	11704 COW PEN RD	
22	6:32	11542 COW PEN RD	
23	6:34	COW PEN RD @ PALMETTO PL	
24	6:35	10828 COW PEN RD	
25	6:36	COW PEN RD @ FOLSOM RD	
26	6:37	10108 COW PEN RD	
27	6:37	9351 COW PEN RD	
28	6:40	US HWY 90W @ KATHY JO	
29	PM ONLY	US HWY 90 W @ HIGGINBOTHAMS TOWING	
30	6:44	10171 N SHERMAN AVE	
		SHERMAN AND WASHINGTON AVE	
	6:55	DROP @ BCHS	
	7:05	DROP @ BCMS	
		7/19/24	

Bus 67 Secondary	Pick Up Time	Stop Address	Drop Off Time
1	5:25	CR 229 @ LOIS LANE	
2	5:40	19409 B F FINLEY CIRCLE	
3	5:42	1702 WHIPPOORWILL LANE	
4	5:44	1618 WHIPPOORWILL LANE	
5	5:49	18603 B F FINLEY CIRCLE	
6	6:00	1787 EARNIE BRYANT RD	
7	6:02	PINE RIDGE DRIVE @ JOE MANN	
	6:04	1381 CR 229 S	
8	6:06	14530 CLARENCE DOBBS RD	
9	6:07	14439 CLARENCE DOBBS RD	
10	6:08	CLARENCE DOBBS RD @ BELMONT SMITH	
11	6:09	13629 CLARENCE DOBBS RD	
12	6:13	CR 229 SOUTH @ STEED RD	
13	6:17	2515 WILL ELLEDGE RD	
14	6:18	2555 WILL ELLEDGE RD	
15	6:18	2719 WILL ELLEDGE RD	
16	6:20	SOUTH CR 229 @ SUNCREST LANE	
17	6:23	CLET HARVEY RD @ LEX JONES RD	
18	6:24	12292 CLET HARVEY RD	
19	6:24	12031 CLET HARVEY	
20	6:25	CLET HARVEY RD @ CLIFFORD DUGGER	
21	6:27	10353 CLET HARVEY RD	
22	6:30	L E HARVEY RD @ GROVER LANE	
23	6:31	L E HARVEY RD @ BRANNAN LANE	
24	6:32	L E HARVEY RD @ BRIARBUSH LANE	
25	6:35	9231 MUDLAKE RD	
26	6:41	SOUTH CR 125 @ PONSELL NURSERY	
	6:55	DROP @ BCHS	
	7:05	DROP @ BCMS	
		7/19/2023	

Bus 67 Elementary	Pick Up Time	Stop Address	Drop Off Time
1	8:00	EAST PARMALEE @ SHERMAN AVE	
2	8:01	9838 SHERMAN AVE	
3	8:02	6802 EAST ANDREWS ST	
4	8:03	EAST ANDREWS ST & HAMILTON CREWS RD	
5	8:03	6690 E. ANDREWS ST.	
6	8:05	10240 RIVER OAKS CIRCLE	
7	8:06	10076 RIVER OAKS CIRCLE	
8	8:10	7018 E. FRANKLIN ST.	
9	8:12	9730 SOUTH GLEN AVE	
10	8:14	9721 SOUTH CLINTON AVE	
11	8:15	9737 SOUTH CLINTON AVE	
12		9750 SOUTH CLINTON AVE	
13	8:15	9848 SOUTH CLINTON AVE	
14	8:15	VANESSA'S LEARNING LODGE	
15	8:16	7375 W. ANDREWS ST	
16	8:18	GEITGEY ST @ SHERMAN AVE	
	8:25	DROP @ WES	
	8:35	DROP @ PKK	
		7/19/2023	

Bus 59 Secondary	Pick Up Time	Stop Address	Drop Off Time
	6:11	7847 ODIS YARBOROUGH RD	
	6:13	7573 ODIS YARBOROUGH RD	
	6:13	ODIS YARBOROUGH @ GLEN FARMS	
	6:14	ODIS YARBOROUGH & FRED TAYLOR	
	6:14	8059 ODIS YAROROUGH RD	
	6:15	8109 ODIS YARBOROUGH RD	
	6:15	8338 ODIS YARBOROUGH RD	
	6:16	8421 ODIS YARBOROUGH RD	
	6:17	8478 ODIS YARBOROUGH RD	
	6:17	8501 ODIS YARBOROUGH RD	
	6:18	8540 ODIS YARBOROUGH RD	
	6:21	14466 HUNTER'S RIDGE WEST	
	6:21	14396 HUNTER'S RIDGE WEST	
	6:22	8209 HUNTER'S RIDGE SOUTH	
	6:22	14493 HUNTER'S RIDGE	
	6:23	8279 HUNTER'S RIDGE	
	6:23	14512 HUNTER'S RIDGE	
	6:25	7544 ODIS YARBOROUGH	
	6:26	7933 YELLOW PINE CIRCLE	
	6:26	7703 YELLOW PINE CIRCLE	
	6:27	7598 YELLOW PINE CIRCLE	
	6:29	BOB BURNSED & BIG BEAR LANE	
	6:30	BOB BURNSED & COTTONTAIL	
	6:30	BOB BURNSED & OAK RIDGE DR	
	6:32	7352 OAK RIDGE DR	
	6:33	7036 OAK RIDGE LOOP	
	6:33	7267 OAK RIDGE LOOP	
	6:37	11347 PINE LOOP	
	6:38	11596 PINE LOOP	
	6:38	1159 PINE LOOP	
	6:40	CONFEDERATE DR @ PARK ST	
	6:41	11583 CONFEDERATE DR	
	6:41	11621 CONFEDERATE DR	
	6:42	11672 CONFEDERATE DR	
	6:43	12298 CONFEDERATE DR	
	6:45	RUFUS POWERS RD @ LESLIE THOMAS LN	
	6:45	RUFUS POWERS RD @ NORMAN ST	
	6:46	11000 RUFUS POWERS RD	
	6:46	MADISON BETWEEN 125 AND RUFUS- MS ONLY	

	6:47	MADISON ST @ WESTSIDE ST	
	6:47	MADISON ST @ WESTSIDE LOOP	
	6:55	DROP @ BCHS	
	7:05	DROP@ BCMS	
		7/19/24	

Bus 59 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:55	6058 CR 23D	PM ONLY
	7:58	RIVERHILLS @ RIVERWAY	
	8:00	6550 CR 23D	
	8:00	CR 23-D & WEBB HAVEN RD	
	8:01	CR 23-C & STONE RD	
	8:02	CR 23-C & DURLAND RD	
	8:04	7127 JAMES BRITT RD	
	8:05	JAMES BRITT RD @ BRINDLE LN	
	8:06	6835 JAMES BRITT RD	
	8:07	JAMES BRITT RD @ GALLUP LN	
	8:08	6835 JAMES BRITT RD	
	8:10	7397 CR23C	
	8:11	7132 CR23C	
	8:12	14729 JESSIE YARBOROUGH	
	8:14	SMOOTHE BORE @ EVERGREEN	
	8:15	ODIS YARBOROUGH RD @ WILDCAT ALLEY	
	8:16	6810 ODIS YARBOROUGH	
	8:20	REUBEN CRAWFORD	
	8:25	ROLLING MEDOWS- 23 B	
		KID CITY (PKK ONLY)	
	8:25	DROP @ MES	
	8:35	DROP @ PKK	
		**TRANSFER BUS FROM PKK TO MES	
		7/19/24	

Bus 60 Secondary	Pick Up Time	Stop Address	Drop Off Time
	5:56	6408 SOUTH CR 229	
	6:01	5125 SOUTH CR 229	
	5:59	4558 SOUTH CR 229	
	6:00	4672 SOUTH CR 229	
	6:05	MARVIN LANE @SOUTH PRONG CEMETARY	
	6:09	RICHARDSON RD @ JR'S PLACE	
	6:10	RICHARDSON RD @ RUBY LANE	
	6:11	5961 RICHARDSON RD	
	6:13	MUDLAKE ROAD @ SUNSHINE LANE	
	6:14	12871 MUDLAKE ROAD	
	6:17	ELLIS RHODEN RD @ CHARNEY RHODEN RD	
	6:19	12697 MUDLAKE ROAD	
	6:21	11833 MUDLAKE ROAD	
	6:23	6426 BILL DAVIS RD	
	6:25	BILL DAVIS RD @ POWER LINE RD	
	6:26	BILL DAVIS RD @ PEACOCK CREEK RD	
	6:30	RIDGE ESTATES	
	6:30	7739 NUTTY BUDDY CIRCLE	
	6:30	11521 MUD LAKE RD	
	6:31	11494 MUDLAKE RD	
	6:32	MUD LAKE RD @ HUNTER LANE	
	6:34	MUDLAKE RD @ TRAVIS RHODEN	
	6:35	MUDLAKE RD @ LYNN LANE	
	6:36	11029 MUDLAKE RD	
	6:39	MUDLAKE RD @ HOOT OWL LANE	
		MUDLAKE RD @ CORBIN WAY	PM ONLY
		10266 HILLLIARD AVE	
	6:55	DROP @ BCHS	
	7:05	DROP @ BCMS	
		8/10/2023	

Bus 60 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:57	SOUTH CR 229 @ LAZY PINES	
	7:58	6423 SOUTH CR 229	
	7:58	6408 SOUTH CR 229	
	7:59	6114 SOUTH CR229	
		12630 SOUTH PRONG CEMETARY RD	
		4728 RICHARDSON RD	
	8:05	4672 SOUTH CR229	
	8:05	4927 SOUTH CR229	
	8:06	5125 SOUTH CR229	
		BETHLEHEM CHURCH TO RICHARDSON RD	
	8:10	5833 RICHARDSON RD	
	8:12	ELLIS RHODEN @ CHARNEY RHODEN	
	8:13	12882 MUDLAKE RD	
	8:13	12800 MUDLAKE RD	
	8:13	12202 MUDLAKE RD	
	8:13	11789 MUDLAKE RD	
	8:15	6426 BILL DAVIS RD	
	8:16	BILL DAVIS RD @ SILVER MEADOW	
	8:17	BILL DAVIS RD @ PEACOCK CREEK	
	8:20	RIDGE ESTATES	
	8:21	REID STAFFORD RD @ 2ND NUTTY BUDDY	
	8:27	MUDLAKE RD @ TRAVIS RHODEN TRAIL	
	8:28	11029 MUDLAKE RD	
		10809 MUDLAKE RD	
		9492 MUDLAKE RD	
	8:35	Drop at LES	
	8:47	Drop at PKK	
		8/10/2023	

Bus 61 Secondary	Pick Up Time	Stop Address	Drop Off Time
	5:55	6256 SHELLY LANE	3:30
	5:56	6098 SHELLY LANE	3:31
	5:56	6064 SHELLY LANE	3:31
	5:58	6282 SOUTH CR-125	3:28
	6:00	7350 TAPLEY LANE	3:28
	6:02	7817 MUDLAKE ROAD	3:22
	6:03	MUDLAKE RD & SMOKERISE	3:22
	6:05	IRA STARLING RD & JIM STARLING RD	3:24
	PM ONLY	KEITH GRIFFIS CIRCLE	3:21
	6:09	6627 KEITH GRIFFIS CIRCLE	3:20
	6:10	6722 CR125 S	3:19
	6:10	CR125 S @ BOBBY SAPP RD	3:19
	6:12	7756 PLANTATION RD	3:17
	6:13	TRIPPS WAY @ PLANTATION	
	6:14	TEE STREET @ NESBITT RD	AM ONLY
	6:15	8214 NESBITT RD	3:14
	6:17	RED TOP RD @ WINDER RD	3:12
	6:19	7745 OLD NURSERY RD	3:11
	6:20	7735 OLD NURSERY RD	3:11
	6:21	7689 OLD NURSERY RD	3:10
	6:22	OLD NURSERY RD @ VALLEY VIEW TRAIL	3:08
	6:23	7530 OLD NURSERY RD	3:08
	6:23	SOUTHERN STATES NURSERY @ CR-125 S	3:01
	6:26	7027 JOHN ROWE RD	3:04
	6:27	6890 JOHN ROWE RD	3:06
	PM ONLY	SOUTHERN STATES NURSERY @ T & G FARMS	3:03
	6:40	8224 MAIZE LANE	
	6:40	7125 FRED PERRY RD	2:51
	6:46	8950 SMOKEY RD	2:46
	6:46	9173 RUSTIC PINES RD	2:45
	6:47	9224 SMOKEY RD	2:45
	6:47	HOPKINS RD	
	6:48	9629 SMOKEY RD	2:44
	6:52	STODDARD BLVD	2:41
	PM ONLY	PIT STOP	2:39
	6:55	DROP @ BCHS	
	7:05	DROP @ BCMS	

		7/19/24	

Bus 61 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:45	7361 FRED PERRY	
	7:46	FRED PERRY @ DOLLIE MAE RD	
	7:47	7125 FRED PERRY RD	
	7:50	PREVATT'S PLACE @ REID STAFFORD	
	7:53	HORSESHOE LOOP @ SMOKEY RD	
	8:00	WOODLAWN RD & IVEY HODGES RD	
	8:01	WOODLAWN RD & wOODLAWN PARK	
	8:02	WOODLAWN RD & MYRTIS BARTON RD	
	8:03	WOODLAWN RD & WILLIE WILKERSON RD	
	8:05	7876 STEWART RD	
	8:06	SOUTHERN STATES & T&G RD	
	8:07	JOHN ROWE RD	
	8:08	6928 SOUTHERN STATES NURSERY	
	8:09	SOUTHERN STATES NURSERY & CR125 S	
	8:10	7530 OLD NURSERY RD	
	8:16	8214 NESBITT RD	
	8:20	7397 BOBBY SAPP RD	
	8:25	DROP @ LES	
	8:35	DROP @ PKK	
		7/16/24	

Bus 69 SECONDARY	Pick Up Time	Stop Address
	6:23	11225 CLARENCE BENNETT RD
	6:24	11368 CLARENCE BENNETT RD
	6:25	CLARENCE BENNETT @ JAMES CRAWFORD
	6:27	17500 CR 127
	6:28	18984 CR 125
	6:30	125 @ AARON FISH RD
	6:31	125 @ WASSIE FISH RD
	6:32	17205 CR 125
	6:35	16148 CR 125

Bus 69 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:25	15089 JACK DOWLING CIRCLE	
	7:25	15941/15985 JACK DOWLING CIRCLE	
	7:28	JACK DOWLING @ LOUIS COMBS	
	7:29	JACK DOWLING @ COY TAYLOR	
	7:31	HILLTOP AND LIGHTER ROAD	
	7:33	14007 GAME RD	
	7:38	21430 BARN RD	
	7:39	21439 PLEASANT GROVE CHURCH RD	
	7:40	21508 PLEASANT GROVE CHURCH RD	
	7:45	22410 DOYLE WILLIAMS RD	
	7:46	23303 DOYLE WILLIAMS RD	
	7:47	21996 DOYLE WILLIAMS RD	
	7:49	21338 DOYLE WILLIAMS RD	
	7:50	15159 DOYLE WILLIAMS RD @ FOXRIDGE TRAIL	
	7:54	26501 CR 250	
	7:55	24624 N CR125 (TAYLOR STORE)	
	8:00	23843 N CR125	
	8:05	19872 N CR 125	
	8:07	11225 CLARENCE BENNETT RD	
	8:08	11368 CLARENCE BENNETT RD	
	8:09	17442 CR 127 N	
	8:14	16148 CR 125 N	
	8:15	14197 CR 125 N	
	8:17	13605 CR 125 N	
	8:18	13379 CR 125 N	
	8:20	12208 CR 125 N	
	8:21	CR 125 N @ HOMESTEAD PLACE	
	8:22	11705 CR 125 N	
	8:23	11423 CR 125 N	
	8:24	11309 CR 125 N	
	8:24	11129 CR 125 N	
	8:25	10983 CR 125 N	
	8:26	10826 CR 125 N	
	8:27	N BLAIR CIRCLE @ 125	
	8:28	KID CITY GLEN ST MARY (PKK STUDENTS ONLY)	
	8:30	Drop @ WES	
	8:45	DROP @ PKK	

		7/12/2024	

Bus 70 Secondary	Pick Up Time	Stop Address	Drop Off Time
1	6:45	LAKES OF WOODLAWN SUBDIVISION	
		MOTEL 6	
	7:00	Drop @ BCMS	
	7:10	DROP @ BCHS	
		7/19/2024	

Bus 70 Elementary	Pick Up Time	Stop Address	Drop Off Time
	7:45	LAKES AT WOODLAWN	
	7:50	MOTEL 6	
		STACY AND CARY BARBER	
		159 BARBER RD	
	7:53	TRAILER PARK BEHIND MDS	
	7:55	BRENT LANE (BEHIND WD)	
	7:56	STARLING GROVE APARTMENTS	
	8:00	ANNABELL	
	8:03	GEORGE HODGES @ ASPEN RD	
	8:05	5598 WILLOW RD	
	8:06	5558 SCRUB OAK RD	
	8:07	5818 CAMPHOR RD	
	8:08	5876 CHESTNUT RD	
	8:09	6048 CHESTNUT RD	
	8:20	Drop at LES	
	8:35	Drop at PKK	
		7/19/24	

AGENDA ITEM NO. 9.4

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Wyatt Milton - (259-2444)

ITEM TYPE: Transportation

AGENDA SECTION: **APPROVAL OF ITEMS FOR ACTION**

SUBJECT: Approval to Allow Transportation Department Staff and School Bus Drivers to Detour into Georgia for Emergency Purposes Only With Prior Approval from the Director of Transportation or Transportation Manager.

ATTACHMENTS:
08.05.2024.Approval of Emergency Event Transportation Into Georgia_W.Milton.pdf

Baker County Public Schools
Transportation Department

Sherrie Raulerson, Superintendent of Schools

392 South Boulevard East, Macclenny, Florida 32063

Telephone: (904) 259-2444 www.bakerk12.org Fax: (904) 259-9173

July 22, 2024

Mrs. Sherrie Raulerson
Superintendent of Schools
Baker County School District
270 South Boulevard East
Macclenny, FL 32063

Dear Superintendent Raulerson,

The purpose of this letter is to request the use of school buses to cross the Florida/Georgia border in times of emergencies. Action will only be taken with prior approval from either the Director of Transportation or the Transportation Shop Supervisor.

If you have any questions about this matter, please let me know.

Thank you,

Wyatt Milton

Wyatt Milton
Director of Transportation
Baker County School District

AGENDA ITEM NO. 9.5

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Denny Wells - (259-5420)
ITEM TYPE:	Property
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval to Demolish Portable 14 at Baker County High School. (Portable is Beyond Cost Effective Repair.)

ATTACHMENTS:
08.05.2024.Approval to Demolish BCHS Portable 14_D.Wells.pdf

Baker County School District

F.D. (Denny Wells), Director
270 Jonathan Street – Macclenny, Florida 32063
904-259-5420

July 24, 2024

Mrs. Sherrie Raulerson
Superintendent of Schools
Baker County School District
370 South Blvd. East
Macclenny, Florida

Dear Mrs. Raulerson:

I would like to request School Board approval to demolish **portable 14** located at Baker County High School. (Attachment) This portable was constructed in **1985** and is the last of the "Old Wooden Portables" still remaining on our campuses. (Attachment)

This portable is fully depreciated and carries no "book value" as a fixed asset. The cost of trying to repair this portable would not be fiscally sound, due to its age and condition.

Should you have any questions concerning this request, please feel free to contact me your convenience.

Sincerely yours,

F.D. Wells,
Director of Facilities and Maintenance

AGENDA ITEM NO. 9.6

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Denny Wells - (259-5420)

ITEM TYPE: Bid

AGENDA SECTION: **APPROVAL OF ITEMS FOR ACTION**

SUBJECT: Approval of Bill Williams Quote to Repair the Building 4 HVAC System at Baker County High School in the Amount of $197,020.00. (Piggyback Quote / Bill Williams' Putnam County Contract.)

ATTACHMENTS:
08.05.2024.Approval of BCHS HVAC Bid_D.Wells.pdf

Baker County School District

F.D. (Denny Wells), Director
270 Jonathan Street – Macclenny, Florida 32063
904-259-5420

July 24, 2024

Mrs. Sherrie Raulerson
Superintendent of Schools
Baker County School District
370 South Blvd. East
Macclenny, Florida

Dear Mrs. Raulerson:

I would like to request School Board review and approval of the quote from **Bill Williams** of Jacksonville, Florida for the repairing of the HVAC system to Building 4 of Baker County High School. Their quote was for **$197,020.00**. (Attachment) This quote is based on piggy backing off of the contract Bill Williams has with the Putman County School District. (Attachment)

Should you have any questions concerning this request, please feel free to contact me your convenience.

Sincerely yours,

F.D. Wells,
Director of Facilities and Maintenance

BILL WILLIAMS

June 24, 2024

TO: Craig Jones
Baker County School District

FROM: Greg Chism
Bill Williams Air Conditioning & Heating, Inc.

RE: **Baker County High School Building-4 AHU'S**
Glen St Mary FL

Please find as follows our quote to replace (3) existing York air handlers with (3) new, York air handlers.

Includes

1. AHU-4.1 & 4.2 to be 12-tons capacity, AHU 4.3 to be 7.5-ton capacity
2. All AHU'S include chilled and hot water coils
3. All AHUS include VFD drives
4. Controls, and control valves to be Automated logic by Certified Controls (included in this proposal)
5. All new chilled and hot water piping to be replaced within mechanical room
6. New main isolation valves for hot and chilled water to be replaced (this will require shut down of hot and chilled water system)
7. Connect to existing duct system within the mechanical room
8. New ductwork to be insulated with rigid insulation board

BILL WILLIAMS AIR CONDITIONING & HEATING, INC.
IN BUSINESS SINCE 1975
3562 Lenox Avenue P.O Box 6779 Jacksonville, FL 32236
Telephone (904) 387-0491 Fax (904) 384-6114
FLA CERT. # CAC046909/CAC057923
GA CERT. # CN208964

Exclusions

1. **Any ductwork, controls or piping outside of mechanical room**
2. **Engineering or coordination drawings**
3. **Hazardous materials abatement**
4. **Concrete pads or pipe bollards**
5. **Line voltage electrical (disconnect and reconnect not included)**
6. **Fire alarm, duct smoke detectors or fire alarm interlocks (disconnect and reconnect not included)**

Note lead time on AHUS after approved submittals 20-weeks
Lump Sum Proposal.....$197,020

Greg Chism
Project Manager

BILL WILLIAMS AIR CONDITIONING & HEATING, INC.
IN BUSINESS SINCE 1975
3562 Lenox Avenue P.O Box 6779 Jacksonville, FL 32236
Telephone (904) 387-0491 Fax (904) 384-6114
FLA CERT. # CAC046909/CAC057923
GA CERT. # CN208964

PUTNAM COUNTY
SCHOOL DISTRICT
SHAPING THE FUTURE

RECEIVED
MAR 1 1 2024
BY: ...

200 Reid Street
Palatka, Florida 32177
386.329.0538

March 7, 2024

Jon Rogers
Bill Williams A/C and Heating Inc.
3562 Lenox Ave.
Jacksonville FL 32254

RE: **Extension of RFP 540312111 – Mechanical Services**

Dear Mr. Rogers,

The Putnam County School District at their regularly scheduled Board meeting held on March 5, 2024, approved the contract extension for your firm to provide the above service, per the terms and conditions noted in RFP 540312111.

The contract period will commence May 5, 2024, and continue through May 4, 2025.

Please note three percent increase was requested and approved with the contract extension.

Thank you,

Horace J. Sermon

Coordinator of Purchasing

Putnam County School District
200 Reid Street Palatka, Florida 32177
www.putnamschools.org

RECEIVED
MAY 17 2021
BY:.....

May 14, 2021

Jon Rogers
Bill Williams A/C and Heating, Inc.
3562 Lenox Ave.
Jacksonville FL 32254

RE: **Award of RFP 540312111- Mechanical Services**

Dear Mr. Rogers.

The Putnam County School District at their regularly scheduled Board meeting held May 11, 2021, approved the contract to provide the above service, to Bill Williams A/C and Heating, Inc., Per the terms and Conditions noted in RFP 540312111

The contracts for these services are good through May 4, 2024, with optional (3) one year extensions

Thank You

Horace J. Sermon

Holly Pickens, District I
David Buckles, District II
Sandra Gilyard, District III

STUDENTS • STAFF • PARENTS • COMMUNITY
PUTNAM COUNTY SCHOOL DISTRICT

Gordon "Bud" McInnis, District IV
Jane Crawford, District V
Dr. Rick Surrency, Superintendent

DISTRICT OFFICE USE ONLY

Time / Date Stamp:	Verified By:
Remarks:	

REQUEST FOR PROPOSAL ("RFP")
The Putnam County School District
Purchasing Department

RFP Release Date: April 13, 2021 **RFP Title:** Mechanical Services **RFP No.:**540312111 **RFP Due Date and Time:** Wednesday, April 28, 2021 10am **RFP Opening Date and Time:** April 28, 2021, 10:00 AM Local Time	**Contact:** Horace Sermon **Email:** hsermon@my.putnamschools.org **Phone: (386) 329-0525**

Bid Proposal Delivery Instructions: Proposal must be in a sealed envelope clearly marked "Request for Proposal No. 540312111 and delivered or mailed to:

The Putnam County School District
Purchasing Department
200 Reid Street
Palatka, FL 32177

PRIOR TO PROPOSAL OPENING AT 10:00 AM., LOCAL TIME, WEDNESDAY, April 28,2021

Questions regarding this Request for Proposal should be directed to Mr. Horace Sermon, Coordinator of Purchasing, Purchasing Department 200 Reid Street, Palatka, FL 32177, or by calling the Purchasing Department at (386) 329-0525. Questions regarding the specifications should be directed to Mr. John Chastain, Maintenance Supervisor, Maintenance Department, 124 West Louis Broer Road, East Palatka, FL 32131, or by calling the Maintenance Department (386) 329-0550.

NOTICE: All contractors and employees of contractors who are contracted by The Board must comply with the requirements of the Jessica Lunsford Act. Direct any questions regarding these requirements to Jackie Smith, Human Resources Department (386) 329-0547.

Thank you for your interest in doing business with the Putnam County School District

The Putnam County School Board of Putnam County, Florida (Herein known as The Board), will receive sealed Request for Proposals (RFP) at the Purchasing Department, 200 Reid Street, Palatka, FL 32177 prior to the scheduled opening.

Bid proposals received timely will be opened, tabulated, and evaluated at the above date and time in Putnam CountySchool District, Purchasing Department, (unless notified of a different location) and will then be presented to The Board for action at the next scheduled meeting.

A bid proposal will be considered a firm offer and cannot be withdrawn succeeding the Bid opening without the consent of The Board for a period of sixty (60) days. The Board also reserves the right to secure expert advice in evaluating and selecting the lowest responsive and reasonable bid proposal.

Bid Proposals must be submitted on the attached forms, enclosed in a sealed envelope, and returned to the Purchasing Department prior to the opening date and time listed above. All bid proposals received after the designated cut-off time will not be considered and returned unopened.

Terms of contract shall commence May 5, 2021, and continue through May 4, 2024. Prices quoted in this Request for Proposal are considered firm for the first THREE (3) years of the contract period. This Request for Proposal may be extended for an additional THREE (3) ONE (1) year period if agreed upon by both parties. Upon receipt of the Intent To Extend letter, the contractor has the option to request a three (3) percent increase in pricing. The contractor must submit a letter addressed to the Board requesting the increase. The signed Intent To Extend and the letter addressed to the Board **must** be received in Purchasing Department on or before the extension deadline.

GENERAL TERMS AND CONDITIONS

The Putnam County School District reserves the right to utilize any other Putnam County or State of Florida Contract, other school district contracts, other governmental agency contracts, verifiable sole source, or to directly negotiate/purchase per School Board Policy 7.14 and/or State Board Rule 6a-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid.

1. **SEALED BID:** One (1) copy of all bid sheets in this Request for Proposal package must be completed, signed, and returned in order for the bid proposal to be considered for award. All bid proposals are subject to the conditions specified in these General Conditions and on the attached sheets and any addendum issued thereto.

   A. **COMPLETED BIDS:** Must be submitted in a sealed envelope with the following information on the front of envelope: the RFP number, commodity or service covered, the time and date set for bid proposal opening

   B. **EXECUTION OF BIDS:** Bid proposals must contain a manual signature of an authorized representative in the space provided. Failure to properly complete and sign all attached forms will invalidate the proposal. The company name must appear in each space provided. All bid proposals must be completed in ink or be typewritten. No erasures or whiteouts will be permitted. If a correction is necessary, draw a single line through the incorrect number and enter the corrected number above the line thru. The original RFP conditions and specifications cannot be changed or altered in any way. An altered RFP will not be considered. Clarification of bid proposals submitted must be in letter form, signed by the contractor(s), and included in the bid proposal package.

2. **TAXES:** The Board does not pay Federal Excise or Florida Sales and Use tax. Do not include these taxes on the invoice. The applicable tax exemption number is printed on the Purchase Order. However, this exemption does not apply to contractors who purchase tangible personal property for use in the performance of contracts for improvements of Board owned real property as defined in Chapter 192 of the Florida Statutes.

3. **BIDDERS CONDITIONS:** The Board specifically reserves the right to reject any conditional bid proposal. Any condition(s) to be made part of this or any bid proposal should be submitted by letter with a note on the bid proposal form if the condition(s) are to be considered.

4. **AWARDS:** The Board reserves the right to award the contract to the bidder(s) that the Board deems to offer the lowest responsive and reasonable bid(s), as defined elsewhere in this solicitation. The Board is therefore not bound to accept a bid on the basis of lowest bid. In addition, The Board has the sole discretion and reserves the right to cancel this bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of The Board to do so. The Board also reserves the right to make multiple awards based on experience and qualification or to award only a portion of the items and/or services specified, if it is deemed to be in the Board's best interest. The Board reserves the right to acquire additional quantities/services at prices quoted in the bid proposal, unless additional quantities/services are not acceptable, in which case the bid proposal form must be noted: "Bid

proposal is for specified quantity/services only". Any contract awarded as a result of this or any Request for Proposal shall conform to applicable Florida Statutes.

5. **USE OF OTHER CONTRACTS:** The Putnam County School District reserves the right to utilize any other Putnam County or State of Florida contracts, other school district contracts, other governmental agency contracts, or verifiable sole source, or to directly negotiate/purchase services as per School Board Policy 7.14 and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this quote.

6. **BID OPENING:** Request for Proposal will be open to the public, on the date and time specified in the Request for Proposal documents. All bid proposals received after specified time shall be returned unopened. BID PROPOSAL BY TELEPHONE OR FACSIMILE-EMAIL WILL NOT BE ACCEPTED.

7. **PAYMENT:** Payment will be made by The Board after services are provided as ordered on a Purchase Order and have been inspected and approved for payment. Description of work and job site will be indicated on each invoice submitted to the Board for payment. Should the contractor furnish any materials, supplies, or parts, such items will be itemized on an invoice submitted to the Board.

8. **CONFLICT OF INTEREST:** Any award as a result of this or any bid proposal is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid proposal package, the name of any Officer, Director, or Agent who is also an employee of the Putnam County School District of Putnam County, Florida. Further, all bidder(s) must disclose the name of any Board employee who owns, directly or indirectly, an interest greater than five percent (5%) in the bidders firm or any of its branches or divisions.

9. **ANTI-DISCRIMINATION:** The bidder certifies that he/she or their form is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment opportunity for all persons without regard to race, color, religion, sex or national origin.

10. **DEFAULT:** In the event of default on any contract as a result of this Request for Proposal, the contractor will pay The Board, as liquidated damages, an amount equal to twenty-five percent (25%) of the unit price times the Request for Proposal quantity or five hundred dollars ($500.00), whichever amount is larger. In the event of a default on any contract, the contractor will pay all attorneys' fees and court cost incurred in collecting liquidated damages.

11. **RIGHT OF PROTEST:** Failure to file a protest within the time prescribed in Florida Statutes, Section 120.53(5), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

12. **TERMINATE:** The Putnam County School District of Putnam County Florida reserves the right to terminate any contract resulting from this Request for Proposals upon thirty (30) days written notice.

13. **SPECIAL CONDITIONS:** Any and all special conditions may vary from these General Conditions and will have precedence over the General Conditions.

14. **PUBLIC ENTITY CRIME INFORMATION STATEMENT:** Pursuant to Section 287.133, Paragraph (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid proposal on a contract to provide any goods or services to a public entity, may not submit a bid proposal on a contract with a public entity for the construction or repair of a public building or public works, my not submit a bid proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount of ten thousand dollars ($10.000.00) provided in Section 287.017, Florida Statutes, for a category two for a period of thirty six (36) months from the date of being placed on the convicted vendor list. By completing the bid documents and submitting a proposal, bidders are certifying that they are not and have not been placed on the convicted vendor list now or within the past thirty six (36) months.

15. **PURCHASES BY OTHER GOVERNMENTAL AGENCIES:** In accordance with Florida Statutes, Chapter 6A-1.1012, as amended, other Cities or County Governmental Agencies, other School Board, Community Colleges, or the State University system are permitted to purchase services at unit prices in any contract resulting from this RFP upon contractor's approval. In the space provided below, indicate your preference as to allowing other governmental agencies to purchase services as a result of this RFP.

☑ I <u>will</u> allow other governmental agencies to purchase services using this bid.
☐ I <u>will not</u> allow other governmental agencies to purchase services using this bid.

I/We hereby certify that I/we have carefully read all instruction pertaining to this Request for Proposal and that my/our bid proposal complies, without exception, with all instructions and specifications.

Bill Williams Air Conditioning & Heating, Inc
Company Name

Jon Rogers
Authorized Representative

Jon Rogers
Printed Name

Project Manager and Business Developement
Title

3562 Lenox Ave
Address

Jacksonville | FL | 32254
City | State | Zip Code

Contact Numbers:

Business Number: (904) 387-0491 Cell Number: (904) 570-1081

Fax Number: (904) 384-6892

Email: jrogersbwac@gmail.com

Date: April 27, 2021

If for any reason you cannot respond, please list those reasons:

Public Records: The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The Board, its authorized agents, and/or Federal representatives shall have full access to, and the right to, examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.
If the contractor has questions regarding the application of F.S. Chapter 119 to the contractor's duty to provide public records relating to this contract, contact the custodian of Public Records at 386-329-0653 publicrecords@my.putnamschools.org, 200 Reid Street, Palatka, FL, 32177.

NONDISCRIMINATION STATEMENT:

I, the undersigned authorized agent, assures the Board that it does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age, in the operation of provision of services.

Bill Williams Air Conditioning & Heating, Inc.
Company Name

Jon Rogue
Signature of Authorized Representative

Project Manager and Business Developement
Title of Authorized Representative

CONFLICT OF INTEREST STATEMENT:

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the Board. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer's firm or any of its branches. The proposer shall not compensate, in any manner directly or indirectly, any officer, agent, or employee of the Board for any act or service that he/she may do, or perform for, or on behalf of any officer, agent, or employee of the proposer. No officer, agent, or employee of the Board shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the Board. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

I, the undersigned authorized agent, acknowledge and certify all portions of this proposal and agree that our firm will comply with all other terms, conditions, and requirements made by the Board.

Bill Williams Air Conditioning & Heating, Inc
Company Name

Jon Rogue
Signature of Authorized Representative

Project Manager and Business Developement
Title of Authorized Representative

PUBLIC ENTITY CRIMES STATEMENT:

I certify that I understand that as defined in Florida Statues 287.133 (1) (b):
Pursuant to Section 287.133, Paragraph (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public works, my not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount of thirty-five thousand dollars ($35,000) provided in Section 287.017, Florida Statutes, for a category two for a period of thirty six (36) months from the date of being placed on the convicted vendor list. By completing this form your firm is certifying that they are not and have not been placed on the convicted vendor list now or within the past thirty six (36) months.

Bill Williams Air Conditioning & Heating, Inc
Company Name

Jon Rogue
Signature of Authorized Representative

Project Manager and Business Developement
Title of Authorized Representative

DEBARMENT, SUSPENSION BY EXECUTIVE ORDER:

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order12549, Debarment, Suspension and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Section 85.105 and 85.110.

A. THE BIDDER (CONTRACTOR) CERTIFIES THAT IT AND ITS PRINCIPALS:
   a. Are not recently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency.
   b. Have not within a three year (3) period preceding this invitation to bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
   c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of paying Federal funds or will pay Federal funds by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress or an employee of a member of Congress in connection with the making of any Federal grant, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal grant or cooperative agreement.
   d. Have not within a three year (3) period preceding this invitation to bid had one or more public transactions (Federal, State or Local) terminated for cause or default: and

B. Where the bidder is unable to certify to any of the statement in this certification, he/she shall attach an explanation to this bid package.

As the duly authorized representative of the company or individual submitting the bid proposal, I hereby certify that the company or individual does comply with the above certification.

Bill Williams Air Conditioning & Heating, Inc
Company Name

Jon Rogers
Signature of Authorized Representative

Project Manager and Business Developement
Title of Authorized Representative

SPECIAL CONDITIONS

1. Contractor will furnish all labor and equipment necessary to accomplish required services as outlined in the JOB SCOPE AND/OR SPECIFICATIONS.
2. The Board will not be held responsible for payment of debts incurred by the contractor for the purchase of any materials, supplies, and parts.
3. Description of work and job site will be indicated on each invoice submitted to the Board for payment.
4. No additional charges outside the scope of any contract resulting from this Request for Proposal will be allowed.
5. The contractor will carry public liability insurance in the amounts specified below, including the contracted liability assumed by the contractor, and will deliver a Certificate of Insurance specifying such limits, and with the Board as an additional insured to the Purchasing Department, 1001 Husson Avenue, Palatka, FL 32177.

A Worker's Compensation and Employer's Liability
As required by Florida Statutes, Chapter 440

B Comprehensive General Liability

Bodily Injury:	$1,000,000 Each Occurrence $1,000,000 Annual Aggregate
Property Damage:	$1,000,000 Each Occurrence $1,000,000 Annual Aggregate

OR

Single Limit:	$2,000,000 Each Occurrence

Contractual Liability covers the following indemnity agreement: The contractor shall indemnify and hold harmless The Board against any form of liability, claims, damages, demands, and cost, including attorney fees of every kind and nature and attributable to bodily injury, sickness, disease, or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the performance of this contract.

SPECIFICATIONS

The contractor must be licensed in compliance with any existing local, state, or federal regulations.

The contractor will be required to furnish names and certificates of their employees that will be employed to accomplish the mechanical services necessary to complete work orders issued as a result of the contract awarded from this RFP. Notice should be given to the Maintenance Department of any changes in employee status.

The contractor shall have a competent foreman or supervisor who will be in charge of the work at all times and will be available for conference with the Maintenance Supervisor or his designee if needed.

PRICING

Date: April 27, 2021

I/we the undersigned, hereinafter called the contractor, propose to furnish all labor, equipment necessary to provide mechanical services to any facilities owned by the Putnam County School District for the following price:

We, hereby propose to provide the services described herein for the cost per hour rate of:	**STRAIGHT TIME** Weekdays 7:00a.m. – 5:00p.m.	**OVERTIME** Weekdays 5:00p.m. – 7:00a.m. Weekends and Holidays
LABOR:		
Journeyman HVAC Mechanic	$80.00 per hr.	$120.00 per hr
Apprentice Helpler	$40.00 per hr.	$60.00 per hr
Laborer	$40.00 per hr.	$60.00 per hr

Materials Markup:
The District will not accept markup percentages in excess of 25% of the invoiced cost of the materials and equipment

Markup Percentage
(20%) %

I/we understand the itemized invoices for labor, materials, and parts necessary to complete each job will be submitted by job or work order. (General Conditions 7)

PROPOSAL SUBMITTED BY:

Bill Williams Air Conditioning & Heating, Inc
Company Name

Project Manager and Business Developement
Title of Authorized Representative

Signature

Jon Rogers
Printed Name

3562 Lenox Ave
Address

Jacksonville | FL | 32254
City | State | Zip Code

Contact Numbers:

Email: jrogersbwac@gmail.com

Business: (904) 387-0491

Cell: (904) 570-1081

Fax: (904) 384-6892

AGENDA ITEM NO. 9.7

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Sherrie Raulerson - (259-0401)
ITEM TYPE:	Agreement
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of Special Facility Construction Account - Not to Exceed Cost Per Student Station Agreement.

ATTACHMENTS:
08.05.2024.Approval of SFCA Not To Exceed Cost Per Student Agreement - New BCMS_S.Raulerson.pdf

SPECIAL FACILITY CONSTRUCTION ACCOUNT

§1013.64(2), Florida Statutes

Not to Exceed Cost Per Student Station Agreement

As stipulated in section 1013.64(2)(a)6, Florida Statutes (F.S.), the District School Board of Baker County agrees that, if funded, the total facility construction cost of a New Baker County Middle School facility as funded by the Special Facilities Construction Account, upon completion, including change orders, must not exceed the cost per student station as provided in section 1013.64(6)(b), F.S.

The District School Board of Baker County understands and agrees to the above restrictions on the cost per student station, and to the items included in the cost per student station per section 1013.64(6)(d)2., F.S.

_____ _____

Date

Chairperson
District School Board of Baker County

AGENDA ITEM NO. 9.8

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Sherrie Raulerson - (259-0401)
ITEM TYPE:	Agreement
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of Special Facility Construction Account - Bid Advertisement Agreement.

ATTACHMENTS:
08.05.2024.Approval of SFCA Bid Advertisement Agreement - New BCMS_S.Raulerson.pdf

SPECIAL FACILITY CONSTRUCTION ACCOUNT

§1013.64(2), Florida Statutes

Bid Advertisement Agreement

As stipulated in section 1013.64(2)(a)7., Florida Statutes, the District School Board of Baker County agrees to begin advertising for bids within thirty (30) days of receiving an encumbrance authorization for the construction of New Baker County Middle School as funded by the Special Facilities Construction Account.

The District School Board of Baker County understands and agrees that if a contract for construction has not been signed ninety (90) days after the advertising of bids has been completed, the funding for this project shall revert to the Special Facility Construction Account to be reallocated to other projects. The District School Board of Baker County further understands that an additional ninety (90) days may be granted by the Commissioner of Education.

_____ Date

_____
Chairperson
District School Board of Baker County

AGENDA ITEM NO. 9.9

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Sherrie Raulerson - (259-0401)
ITEM TYPE:	Agreement
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of Special Facility Construction Account - District School Board Resolution.

ATTACHMENTS:
08.05.2024.Approval of SFCA District School Board Resolution - New BCMS_S.Raulerson.pdf

SPECIAL FACILITY CONSTRUCTION ACCOUNT (SFCA)

District School Board Resolution

A resolution by the District School Board of Baker County requesting funds from the "Special Facility Construction Account" established as a part of the Public Education Capital Outlay and Debt Service Trust Fund pursuant to §1013.64(2), Florida Statutes (F.S.).

WHEREAS, the District School Board of Baker County has an urgent construction need but lacks the sufficient resources at present, and cannot reasonably anticipate sufficient resources within a three (3)-year period for this purpose from currently authorized sources of revenue; and

WHEREAS, the construction of New Baker County Middle School will constitute one specific construction project as authorized by law and this project is recommended in the district's most recent educational plant survey or surveys conducted under the rules of the State Board of Education dated August 5, 2024, and

WHEREAS, the total cost of this project is estimated to be $104,129,172; and

WHEREAS, the Board currently has unencumbered capital outlay funds available as follows:

Source	Amount
Capital Outlay & Debt Service Trust Funds (CO&DS)	$
State Capital Outlay Bond Funds	$
Public Education Capital Outlay and Debt Service Trust Funds (PECO) (§1013.64(3), F.S.)	$
Ad Valorem Tax Funds (§1011.71(2), F.S.)	$
Other	$
TOTAL	$

WHEREAS, the Board anticipates the total from all capital outlay sources for the 2024-25, 2025-26, and 2026-27 fiscal years to be as follows:

Source	Amount		
	2024- 25	2025- 26	2026- 27
Capital Outlay & Debt Service Trust Funds (CO&DS)	$163,000	$163,000	$163,000
State Capital Outlay Bond Funds	$	$	$
Public Education Capital Outlay and Debt Service Trust Funds (PECO) (§1013.64(3), F.S.)	$	$	$
Ad Valorem Tax Funds (§1011.71(2), F.S.)	$2,505,285	$2,630,549	$2,762,076
Other	$	$	$
TOTAL SPECIAL FACILITY CONSTRUCTION ACCOUNT	$2,668,285	$2,793,549	$2,925,076

WHEREAS, the Board will not have sufficient funds available from all capital outlay sources within a three (3)-year period that would allow the district to raise the total estimated cost of the project; and

WHEREAS, the Board does hereby agree to start advertising for bids within thirty (30) days of receipt of its encumbrance authorization from the Office of Educational Facilities; and

WHEREAS, the Board understands that if a contract has not been signed ninety (90) days after completing the legal advertising for bids, the funding for the project will revert to the Special Facility Construction Account and the encumbrance authorization will be cancelled; however, should a problem arise in the signing of a contract, a request may be made to the Commissioner of Education for a ninety (90)-day extension; and

WHEREAS, the Board understands its commitment to satisfy its participation requirement, which is equivalent to all unencumbered and future revenue acquired during the 2024-25, 2025-26 and 2026-27 fiscal years, from Capital Outlay and Debt Service Trust Funds (CO&DS), State Capital Outlay Bond Funds (COBI), Public Education Capital Outlay and Debt Service Trust Funds (PECO), and the discretionary capital improvement millage authorized by §1011.71(2), F.S., and that the district is required to budget no more than the value of 1 mill per year to the project until the district's participation requirement relating to the §1011.71(2), F.S., millage or the equivalent amount of revenue from the school capital outlay surtax is satisfied; and

NOW, THEREFORE, BE IT RESOLVED, that the District School Board of Baker County, by the adoption of this RESOLUTION does hereby request funds from the Special Facility Construction Account in the amount of $104,129,172 to aid in the funding of this urgently needed project.

ADOPTED this 5th day of August, 2024.

STATE OF FLORIDA

COUNTY OF BAKER

I, Sherrie Raulerson, Superintendent of Schools and Secretary of the District School Board of Baker County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the RESOLUTION as the same appears of record in the Minutes of a meeting of the School Board of Baker County held on the 5th day of August, 2024.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 5th day of August, 2024.

S E A L _____, Superintendent

District School Board of Baker County

AGENDA ITEM NO. 9.10

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE: August 5, 2024

SUBMITTED BY: Sherrie Raulerson - (259-0401)

ITEM TYPE: Value Adjustment Board

AGENDA SECTION: **APPROVAL OF ITEMS FOR ACTION**

SUBJECT: Approval of a School Board Member Representative and Alternate School Board Member Representative for the Value Adjustment Board as Per Florida Statute 194.015. (2023-2024 Board Representative was Mrs. Hodges and Alternate was Mrs. Canaday)

ATTACHMENTS:
08.05.2024.Approval of 2024 Value Adjustment Board-Board Members_S.Raulerson.pdf

Approval of a School Board Member Representative and Alternate School Board Member Representative for the 2024-2025 Value Adjustment Board as Per Florida Statute 194.015.

2023-2024 Representatives

Value Adjustment Board Representative
Amanda Hodges, School Board Member

Value Adjustment Board Alternate Representative
Mandi Canaday, School Board Member

AGENDA ITEM NO. 9.11

Item Cover Page

SCHOOL BOARD MEETING (OPEN TO THE PUBLIC) AGENDA ITEM REPORT

DATE:	August 5, 2024
SUBMITTED BY:	Sherrie Raulerson - (259-0401)
ITEM TYPE:	Value Adjustment Board
AGENDA SECTION:	**APPROVAL OF ITEMS FOR ACTION**
SUBJECT:	Approval of Brittnee Milton as Commercial Business Owner Representative for the Value Adjustment Board as Per F.S. 194.015. (Qualification is that the representative must own a business occupying commercial property in the school district boundaries)

ATTACHMENTS:
08.05.2024.Approval of Brittnee Milton as Commercial Business Owner Representative for the Value Adjustment Board -2024_S.Raulerson.pdf

Approval of Brittnee Milton as Commercial Business Owner Representative for the 2024-2025 Value Adjustment Board as Per Florida Statute 194.015. (Qualification is that the representative must own a business occupying commercial property in the School District boundaries)