

AGREEMENT BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AND
IMAGINE LEARNING LLC
FOR ONLINE EDUCATION SERVICES

THIS AGREEMENT (“Agreement”) is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 1007 W. Main Street, Inverness, Florida 34450, hereinafter referred to as “CCSB” or “School Board” and Imagine Learning LLC, a Delaware Corporation registered to do business in the State of Florida) whose principal address is 8860 E. Chaparral Rd., STE. 100, Scottsdale AZ 85250, hereinafter referred to as “Contractor” or “Provider” (each a “Party” and collectively referred to as the “Parties”).

WHEREAS, CCSB is interested in utilizing the Contractor’s software license, hosting, implementation, and training services for Educational Technology Products; and

WHEREAS, Florida Administrative Code 6A-1.0102(14) authorizes district school boards to acquire information technology as defined in Florida Statute §282.0041(14) by direct negotiation and contract with the Contractor as best fits the needs of the school district as determined by the district school board; and

WHEREAS, Contractor desires to provide their software license, hosting, implementation, and training services for Citrus County School Board.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of Recitals.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.
- 2. Terms of Agreement.** The term of this Agreement shall commence on June 1, 2023 and continue until May 31, 2024. Notwithstanding any other termination referenced herein or attached hereto, the School Board reserves the right to terminate this Agreement within 30 days prior to the start of each fiscal year (July 1) during the term of this Agreement without cause or subject to any penalties or additional obligations.

- 3. Statement of Work.** The Contractor shall provide software license, hosting, implementation, and training services (“Products” and “Services”) as outlined in Attachment B, Quote #275583, which is incorporated in the Agreement by reference. Additional services and products may be offered through separate statements of work or proposals, all of which are subject to the terms and conditions of this Agreement and all Exhibits. In the event of a conflict of interest between the terms and conditions of this Agreement and any exhibits or attachments, the terms and conditions of this Agreement shall prevail, and the following order of precedence shall be observed:

 - 3.1. This Service Agreement.
 - 3.2. Attachment A – Student Data Privacy Agreement.
 - 3.3. Attachment B – Quote # 275583
 - 3.4. Attachment C – Imagine Learning’s Privacy Policy (1/1/22)

- 4. Payment & Compensation.** The Contractor shall provide services in accordance with Attachment B, Quote #275583, at the rate of \$400.00 per unit. The total compensation under this Agreement shall not exceed **ONE HUNDRED NINE THOUSAND, EIGHT HUNDRED DOLLARS AND 00/100 DOLLARS (\$109,800.00)**. Payment will be made in accordance with Section 218.70, Florida Statutes, et. seq., the Local Government Prompt Payment Act.

- 5. CCSB Administrator.** The CCSB Administrator assigned to act on behalf of CCSB in all matters pertaining to this Agreement and to authorize services, accept and approve all reports, drafts, products or invoices is **Darrick Buettner, Director of Secondary Education and Area Schools**.

- 6. Background Screening:** In the event the requirements include the need for Contractor to visit schools with students present, Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CCSB in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling CCSB to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless CCSB, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death

or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

- 7. Child Neglect.** The Contractor and its employees shall be subject to the requirements of §39.201, Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline: 1-800-962-2873.
- 8. Indemnification.** The Contractor agrees to indemnify, hold harmless and defend CCSB, its officers, employees, agents and representatives from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which CCSB, its officers, employees, agents and representatives may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Contractor, its agents, servants or employees; the equipment of the Contractor, its agents, servants or employees while such equipment is on premises owned or controlled by CCSB; or the negligence of the Contractor or the negligence of the Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including CCSB's property, and injury or death of any person whether employed by the Contractor, CCSB or otherwise.
- 9. Insurance.** Contractors and vendors will provide a certificate(s) evidencing such insurance coverage to the extent listed in Sections 1-6 below before commencement of work.

Insurance listed in Section 1 below is required of all Contractors and vendors: CCSB and its board members, officers, and employees shall be named as an additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). If CCSB and its board members, officers, and employees are not named as additional insureds then CCSB reserves the right to terminate this Agreement.

Insurance listed in Section 2 below: All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to carry this insurance to the limit listed below. All non-construction Contractors whose work for CCSB includes products or services, and the value of these products or services in excess of \$25,000 are required to carry this insurance to the limit listed below.

Insurance listed in Section 3 below: Any Contractor or vendor transporting district employees, delivering, or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe CCSB is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.

Insurance listed in Section 4 below: All non-construction Contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company are required to have workers' compensation insurance. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to have workers' compensation insurance. All entities and individuals required to have workers compensation insurance must purchase a commercial workers' compensation insurance policy to the limits listed below. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against CCSB, and its board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13).

Insurance as listed in Section 5 below: All Contractors providing professional services including but not limited to architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

Insurance as listed in Section 6 below: All Contractors or vendors providing software shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of the Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

All Contractors will carry and maintain policies as described in Sections 1 to 6 above and as checked off in the box to the left of Section 1 to 6 below. All required

insurance must be from insurance carriers that have a rating of “A” or better and a financial size category of “VII” or higher according to the A. M. Best Company. All required insurance policies must be endorsed to provide for notification to CCSB thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Citrus County, Florida.

The Contractor shall, within thirty (30) days after receipt of a written request from CCSB, provide CCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this provision. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to insurance required by provision 2.4.

<input type="checkbox"/>	1. Commercial General Liability Insurance:	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	2. Product Liability and/or Completed Operations Insurance:	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	3. Automotive Liability:	
	Bodily Injury and Property Damage: Combined Single Limit (each accident)	\$1,000,000
<input type="checkbox"/>	4. Workers’ Compensation/Employer’s Liability:	
	W.C. Limit Required*	Statutory Limits
	E.L. Each Accident	\$500,000
	E.L. Disease – Each Employee	\$500,000
	E.L. Disease – Policy Limit	\$500,000
<input checked="" type="checkbox"/>	5. Professional Liability Insurance (Errors and Omissions): For services, goods or projects that will exceed \$1,000,000 in values over a year.	
	Each Claim	\$1,000,000
	Annual Aggregate	\$2,000,000
<input checked="" type="checkbox"/>	6. Cyber Liability and Data Storage:	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by the Contractor pursuant to this Agreement will be allowed. To the extent any required insurance

is subject to any deductible or self-insured retention (whether with or without approval of CCSB), the Contractor shall be responsible for paying on behalf of CCSB (and any other person or organization that the Contractor has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work.

Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.

Compliance with these insurance requirements shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to CCSB or CCSB's board members, officers or employees by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to CCSB under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Agreement.

10. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

11. No Third-Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties for any matter arising out of this or any other contract.

12. Access to and Retention of Documentation. The CCSB, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are

directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The Parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the CCSB has made final payment and all services have been performed under this Agreement.

13. Contractor's Public Records. Public Records Act/Chapter 119 Requirements. Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

- 13.1. Contractor and its subcontractors shall keep and maintain public records required by the CCSB to perform the service.
- 13.2. Contractor and its subcontractors shall upon request from the CCSB's custodian of public records, provide the CCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;
- 13.3. Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CCSB;
- 13.4. Contractor and its subcontractors upon completion of the contract shall transfer to the CCSB, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the CCSB to perform the service. If the Contractor and its subcontractors transfer all public records to the CCSB upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CCSB, upon request from the CCSB's custodian of public records, in a format that is compatible with the information technology systems of the CCSB.
- 13.5. The Parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the CCSB must enforce the Agreement provisions

in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.

13.6. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to CCSB.

13.7. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: BLAIRL@CITRUS.K12.FL.US AND PUBRICRECORD@CITRUSSCHOOLS.ORG; TELEPHONE NUMBER: 352-726-1931 ext. 2211, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.**

14. **Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

15. **Termination.** This Agreement may be canceled with or without cause by CCSB during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.

16. **Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

17. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.

- 18. Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 19. Preparation of Agreement.** The Parties acknowledge that they have sought and obtained competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.
- 20. Waiver.** The Parties agree that the requirement, duty and obligation to provide services as detailed herein, make timely payment and abide by or comply with applicable laws and regulations are substantial and important to the formation of this Agreement and, therefore, is a material term herein. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of such provisions of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 21. Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 22. Governing Law & Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of Citrus County, Florida.
- 23. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 24. Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from CCSB. This contract may not be assigned by the Contractor in any fashion, whether by operation of law, or by conveyance of any type, including without limitation, transfer of stock in Contractor, without the prior written consent of the CCSB which consent the CCSB may withhold in its sole discretion.

With a Copy to:

Privacy Office
privacy@imaginelearning.com
8860 E. Chaparral Rd. Ste. 100
Scottsdale, AZ 85250

- 28. Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- 29. Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal authority to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 30. Excess Funds.** Any party receiving funds paid by CCSB under this Agreement agrees to promptly notify CCSB of any funds erroneously received from CCSB upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to CCSB with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by CCSB.
- 31. Independent Contractor.** The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of CCSB. The Contractor certifies that its owner(s), officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the CCSB.
- 32. Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with CCSB policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and wellbeing of any student or employee of the CCSB. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

33. Copyrights. The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support. Furthermore, the Parties agree that the CCSB has the right to make copies of any materials, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within the School District for purposes related to CCSB business, operations, the delivery of the educational program or to comply with the requirements of law, rule, policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the CCSB provided that such material was copyrighted by Contractor before performance under this Agreement and was not developed specifically for CCSB under this Agreement. Notwithstanding the foregoing, except for the licenses granted by Contractor for its services and products as between Contractor and CCSB. Contractor owns all right, title and interest (including, but not limited to, all copyright, patent, trademark and trade secret rights) in and to the services, products and documentation provided to CCSB.

34. Debarment. By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- 34.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
- 34.2. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- 34.3. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
- 34.4. Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- 34.5. Contractor agrees to notify CCSB within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions,

convictions, judgments, indictments, informations, or terminations as described in paragraphs 34.1 through 34.4 above, with respect to Contractor or its principals.

35. Confidential Student Information. Notwithstanding any provision to the contrary contained in this Agreement between the Contractor and CCSB; Contractor and its officers, employees, agents, representatives, Contractors, and sub-Contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records, Further, Contractor for itself and its officers, employees, agents, representatives, Contractors, or sub-Contractors, shall fully indemnify and hold the CCSB and its officers and employees harmless for any violation of this covenant, including but not limited to defending the CCSB and its officers and employees against any third party complaint, administrative or judicial proceeding, payment of any penalty imposed upon the CCSB or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the CCSB arising out of the breach of this covenant by the Contractor, or an officer, employee, agent, representative, Contractor, or sub-Contractor of the Contractor to the extent and only to the extent that the Contractor or an officer, employee, agent, representative, Contractor, or sub-Contractors of the Contractor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

36. Confidentiality of Data/Information Provided. CCSB will allow the Contractor access to limited data/information as identified in the Statement of Work as necessary to perform the Services and pursuant to the terms of this Agreement in compliance with FERPA, COPPA, PPRA, 34 CFR 99.31(b) and Florida Statutes sections 1001.41 and 1002.22 all other privacy statutes as it relates to data privacy and security. The Contractor shall only use the data and information provided by CCSB for the purpose specified in the Statement of Work, and shall not disclose, copy, reproduce or transmit such data/information obtained under this Agreement and/or any portion thereof, except as necessary to fulfill the Agreement or as may be required by law.

37. Protection and Handling of Data.

37.1. Data Confidentiality and Security - Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information [as required in the Student Data Privacy Agreement attached hereto as Attachment A.

37.2.Compliance - Contractor will not knowingly permit any Contractor's personnel to have access to any CCSB facility or any records or data of CCSB if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations. No subcontractors may be used without prior written consent of CCSB.

37.3.FERPA - To the extent services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information. Notwithstanding the above, it is understood and agreed that CCSB shall obtain any necessary consents from parents or students prior to providing student information to Contractor, and CCSB is wholly responsible for providing annual notice to students and parents of their rights with respect to Florida Statutes.

37.4.HIPAA, CIPA, and GLBA - Contractor also agrees to comply with all applicable state and federal laws and regulations, including Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).

37.5.Data De-Identification - Contractor may use aggregate data only for product development, research, or other purposes. Contractor must have approval of the CCSB to publish or market CCSB data.

37.6.Data Security – Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.) Likewise, CCSB agrees to conform to the following measures to protect and secure data:

37.6.1.Data Transmission. Contractor agrees that any and all transmission or exchange of system application data with CCSB and/or any other Parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent.

37.6.2.Data Storage and Backup. Contractor agrees that any and all CCSB data will be stored, processed, and maintained solely on designated servers and

that no CCSB data at any time will be processed on or transferred to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the CCSB Director of Technology for any general or specific case.

Contractor agrees to store all CCSB backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

37.6.3. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no CCSB data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other Contractors or interested Parties except as necessary in order to perform the Services. Any other transmission or exchange of CCSB data is only permitted on a case-by-case basis as specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority.

37.6.4. End of Agreement Data Handling. Contractor will ensure that District Data is encrypted and that all device/medium will be scanned at the completion of any contract or service Agreement and/or research study or project to ensure that no District Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Contractor will have in place a service that will allow Contractor to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have a protocol in place to ensure compliant use by employees.

37.6.5. Contractor agrees that upon termination of this Agreement and requested by CCSB in writing it shall erase, destroy, and render unreadable all CCSB data, and certify in writing that these actions have been completed within thirty (30) days of the termination of this Agreement or within seven (7) days of the request of an agent of CCSB, whichever shall come first.

37.6.6. If CCSB receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to Florida

public records laws, or request seeking Data maintained by Contractor, the CCSB will promptly provide a copy of the application to Contractor. Contractor will promptly supply CCSB with copies of records or information required in order for the CCSB to respond, and will cooperate with the CCSB's reasonable requests in connection with its response.

37.6.7. Upon receipt of a litigation hold request, Contractor will preserve all documents and CCSB data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.

37.7.Data Breach - 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 CCSB immediately and assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless, and defend CCSB and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

37.7.1.Mandatory Disclosure of Protected Information - If Contractor becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, Contractor will provide CCSB with written notice within 72 hours, so that CCSB may seek an appropriate protective order or other remedy. If a remedy acceptable to CCSB is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential. As soon as practicable, upon CCSB request, provide CCSB with a copy of its response.

37.7.2.Remedies for Disclosure of Confidential Information – Contractor and CCSB acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage CCSB in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Protected Information shall give CCSB the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action

for injunctive relief. Contractor further grants CCSB the right, but not the obligation, to enforce these provisions in Contractor's name against any of Contractor's employees, officers, board members, owners, representatives, agents, Contractors, and subcontractors violating the above provisions.

37.7.3.Safekeeping and Security - As part of the Services, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued to Contractor's employees, agents, or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.

37.7.4.Non-Disclosure – Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor and CCSB.

37.7.5.Request for Additional Protection - From time to time, CCSB may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. Contractor has the right to reasonably decline CCSB's request.

37.7.6.Data Ownership- Unless expressly agreed to the contrary in writing, all CCSB Data or PII prepared by Contractor (or its subcontractors) for the CCSB will not be disclosed to any other person or entity.

37.7.7.Contractor warrants to the CCSB that the CCSB will own all rights, title and interest in any and all intellectual property created in the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all CCSB created intellectual property created in the performance of the Agreement to the CCSB, and will execute any future assignments or other documents needed for the CCSB to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, Contractor retains all right, title and interest in and to its software, documentation, training and implementation materials and other materials provided in connection with Contractor's services (collectively, "Contractor IP"). Contractor grants to the CCSB a personal, nonexclusive license to use the Contractor IP for its own non-commercial, incidental use as set forth in the end user license

Agreement accompanying such software and as contemplated herein. All data of the CCSB remains the property of the CCSB.

37.7.8. It is understood and agreed that the CCSB is the exclusive Owner of the CCSB data and that at no point in time does or will the Contractor become the Owner of any CCSB Data, PII or CCSB files, and that should the Contractor be subject to dissolution or insolvency, CCSB data, PII, or files will not be considered an asset or property of the Contractor. The CCSB reserves the right to demand the prompt return of any and all CCSB data and PII at any time and for any reason whatsoever.

38. Illegal Alien Labor. The Parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The Parties must not knowingly employ unauthorized aliens working under this Agreement and should such violation occur shall be cause for termination of the Agreement. The Parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees working under this Agreement hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement an express written requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor to work under this Agreement during the contract term. The Contractor shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien to work under this Agreement. Contractor's knowing failure to comply with this subsection may result in termination of the Agreement and debarment of the Contractor from all public contracts for a period of no less than one (1) year.

39. FEDERAL GRANTS TERMS AND CONDITIONS. For any Agreement that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the Agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

39.1. Recovered Materials (2 CFR §200.322) applies to all contracts greater than \$10,000. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired

during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 39.2. Federal Drug Free Workplace.** Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.
- 39.3. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if contract is greater than or equal to \$100,000.** Contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 39.4. Energy Efficiency / Conservation (42 U.S.C. 6201).** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 39.5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify CCSB concurrently within 30 days of notice of the violation.
- 39.6. Remedies For Violation or Breach of Contract.** Failure of the vendor to provide products within the time specified in the ITB shall result in the following: The Buyer shall notify vendor in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded vendor cannot provide product, CCSB reserves the right to purchase product from the next lowest responsive and responsible bidder. The defaulting vendor may be responsible for reimbursing CCSB for the price differences.
- 39.7. Debarment and Suspension.** Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement

Executive Orders 12549 and 12689. Furthermore, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

39.8. Equal Employment Opportunity. During the performance of this contract, Contractor agrees as follows:

39.8.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

39.8.2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

39.8.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

39.8.4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a Record Retention and access requirements to all records.

Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

39.8.5. Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

39.8.6. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

39.8.7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

39.8.8. Contractor will include the provisions of paragraphs 39.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

39.9. Copeland “Anti-Kickback” Act (18 U.S.C. 874 And 40 U.S.C. 276c).

Contractor certifies that it is, and will continue to be, for the term of this contract in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

39.10. Davis-Bacon Act, as Amended (40 U.S.C. 276A TO A-7).

Contractor certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Contractor accepts. Contractor agrees to report all suspected or reported violations to the Federal awarding agency and to notify CCSB concurrently. Contractor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

39.11. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).

Contractor certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and

School Board:  Douglas A. Dodd, Chairperson <i>Chairman</i> Date: <u>7/11/23</u>	Contractor: Imagine Learning LLC  By: David Alderslade Title: Executive Vice President, CFO Date: <u>6/20/2023</u>
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Attachments: (list all attachments with the exact title of the document)

Attachment A, Student Data Privacy Agreement

Attachment B, Quote # 275583

Attachment C, Imagine Learning Privacy Policy

Contractor Contact Name: Jose Ruiz, Account Executive

Phone Number: 877-725-4257

Email Address: jose.ruiz@imaginelearning.com

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

39.12. Health And Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704). No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

39.13. All website or software terms contained in click-through Agreements in connection with Contractors services are disclaimed by CCSB to the extent the terms are in addition to, conflict or are inconsistent with the terms of this Agreement.

40. Authority to Execute Agreement. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT AND ADDENDUM WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT AND ADDENDUM WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

ATTACHMENT A
AGREEMENT BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AND
IMAGINE LEARNING, LLC.
STANDARD STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement (“**DPA**”), as developed by the Student Data Privacy Consortium (“**SDPC**”) and as modified by The School Board of Citrus County, Florida is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

The School Board of Citrus County, Florida, located at 1007 W. Main Street, Inverness, Florida 34450 (the “**LEA**”)

and

Imagine Learning, LLC., located at 8860 E. Chaparral Rd. STE. 100, Scottsdale AZ 85250 (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), , and 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**

<input type="checkbox"/>	If checked, the Supplemental State Terms and attached hereto as Exhibit "G" are hereby incorporated by reference into this DPA in their entirety.
<input checked="" type="checkbox"/>	If checked, LEA and Provider agree to the additional terms or modifications set forth in Exhibit "H" . (Optional)
<input type="checkbox"/>	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:

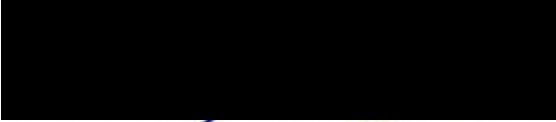
Name: Darrick Buettner
Title: Director of Secondary Education and Area Schools
Address: 1007 W. Main St., Inverness, FL 34450
Phone: (352) 726-1931 ext. 2241
Email: buettnerd@citruschools.org

The designated representative for the Provider for this DPA is:


Name: Sean Moe
Title: Privacy, Data Director
Address: 8860 E. Chaparral Rd., Ste 100, Scottsdale, AZ 85250
Phone: 801-549-0100
Email: privacy@imaginelearning.com

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

LEA: The School Board of ~~Citrus~~ County, Florida.

Signature: 
Printed Name: Douglas A. Dodd
Title: ~~Chairperson~~ Chairman
Date: 7/11/23

Provider: Imagine Learning LLC

Signature: 
Printed Name: David Alderslade
Title: Executive Vice President, CFO
Date: 6/20/2023

STANDARD CLAUSES

Version 1.0

Article I. 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. 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. 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. 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.
 - (a) **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.

5. **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"**.
6. **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. 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. 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
 - iv. 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. 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.

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EXHIBIT "A"

DESCRIPTION OF SERVICES

Imagine Learning provides K-12 digital curriculum and related education services

Products include Imagine Edgenuity (a/k/a Courseware).



8860 E. Chaparral Rd
 Suite 100
 Scottsdale, AZ 85250
 877-725-4257

Price Quote

Date 5/31/2023
 Quote No. 275583
 Acct. No. 03:ci:FL 12217205
 Total \$109,800.00
 Pricing Expires 5/31/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Citrus County School District						
	Digital Libraries 6-8 Credit Recovery Library Concurrent User		05/31/2024	\$400.00	75	\$30,000.00
	Digital Libraries 9-12 Credit Recovery Library Concurrent User		05/31/2024	\$400.00	150	\$60,000.00
	EdgeEX Promotional Access – Available Fall 2023, access not to exceed 6/30/2024		06/30/2024	\$0.00	1	\$0.00
	Professional Development Onsite Day		05/31/2024	\$3,300.00	6	\$19,800.00

Subtotal \$109,800.00
Total \$109,800.00

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

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

Category of Data	Elements	Check if Used by Your System
	Student disability information - Optional	<input checked="" type="checkbox"/>
	Specialized education services (IEP or 504) - Optional	<input checked="" type="checkbox"/>
	Living situations (homeless/foster care) - Optional	<input checked="" type="checkbox"/>
	Other indicator information-Please specify:	<input type="checkbox"/>
Student Contact Information	Address	<input type="checkbox"/>
	Email - Optional	<input checked="" type="checkbox"/>
	Phone - Optional	<input checked="" type="checkbox"/>
Student Identifiers	Local (School district) ID number	<input checked="" type="checkbox"/>
	State ID number - Optional	<input checked="" type="checkbox"/>
	Provider/App assigned student ID number	<input checked="" type="checkbox"/>
	Student app username	<input checked="" type="checkbox"/>
	Student app passwords	<input checked="" type="checkbox"/>
Student Name	First and/or Last	<input checked="" type="checkbox"/>
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	<input checked="" type="checkbox"/>
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	<input type="checkbox"/>
Student Survey Responses	Student responses to surveys or questionnaires	<input type="checkbox"/>
Student work	Student generated content; writing, pictures, etc.	<input checked="" type="checkbox"/>

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	<input type="checkbox"/>
Transcript	Student course grades	<input type="checkbox"/>
	Student course data	<input type="checkbox"/>
	Student course grades/ performance scores	<input checked="" type="checkbox"/>
	Other transcript data - Please specify:	<input checked="" type="checkbox"/>
Transportation	Student bus assignment	<input type="checkbox"/>
	Student pick up and/or drop off location	<input type="checkbox"/>
	Student bus card ID number	<input type="checkbox"/>
	Other data – Please specify:	<input type="checkbox"/>
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <p>Some Imagine Learning products provide parents and legal guardians access to progress reports for their student(s). This registration data is required for parents interested in accessing these reports, but is not required for students to use the product. Parents may only register for access if approved by the LEA.</p> <p>LEAs have the option to flag specific students for additional reporting needs, such as student in an Individualized Education Program (IEP) or English Language Learners (ELLs). These flags are not required for product use, and are only collected at the LEA's discretion.</p> <p>As students use the Services, additional collected data may include:</p> <p>Assessment results and scores, including academic performance and placement</p>	<input checked="" type="checkbox"/>

	<ul style="list-style-type: none">- Curriculum progress- Audio recordings (e.g., students reading passages aloud)- Responses to writing prompts- Math journals- Certificates of achievement and curriculum completion	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	<input type="checkbox"/>

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:
 Data Transfer to Technology Resource Center. Specific instructions will be with termination of services.
- 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:
 Data Transfer to Technology Resource Center. Specific instructions will be with termination of services.

3. Schedule of Disposition

- shall be disposed of by the following date:
- As soon as commercially practicable.
- By **[Insert Date]**

4. Signature



Authorized Representative of LEA

7/11/23
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 **[Insert Name of Originating LEA]** ("Originating LEA") which is dated **[Insert Date]**, 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: privacy@imaginelearning.com

Imagine Learning LLC

BY:



Date:

6/20/2023

Printed Name:

David Alderslade

Title/Position:


Executive Vice President, CFO

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 **[Insert Name of Originating LEA]** 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 Citrus County, Florida

BY:



Date:

7/11/23

Printed Name: Douglas A. Dodd

Title/Position:

~~Chairperson~~ *Chairman*

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

Name: **Darrick Buettner**

Title: Director of Secondary Education

Address: 1007 W Main St.
Inverness, FL 34450

Telephone Number: (352) 726-1931

Email: buettnerd@citrusschools.org

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)
<input type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
<input type="checkbox"/>	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
<input checked="" type="checkbox"/>	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
<input type="checkbox"/>	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
<input checked="" type="checkbox"/>	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
<input type="checkbox"/>	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

THIS EXHIBIT "H" effective simultaneously with attached Student Data Privacy Agreement ("DPA") between The School Board of Citrus County, Florida, (the "Local Education Agency" or "LEA") and Imagine Learning, 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 the page 2 of the DPA 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. 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 SB and all of SB'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 reasonable 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.

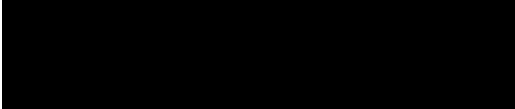
5. Article II, Paragraph 5 is deleted in its entirety and replaced with the following: Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA. Provider agrees to share the Subprocessors names and any relevant section(s) of the Subprocessor Agreements related to data privacy with LEA upon LEA's request.
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 any portion thereof, including without limitation, meta Student Data, 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 7 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.

10. 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 Providers or 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.
11. 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.
12. 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 entity.
13. Article VII, is hereby amended to add Paragraph 12 as follows: **Security Controls.** Security Controls. Provider represents and warrants that they will install, configure and maintain the most recent version of anti-virus software and firewall to prevent 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.
14. Article VII, is hereby amended to add Paragraph 13 as follows: **Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT AND ADDENDUM WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT AND ADDENDUM WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

Local Education Agency:



Douglas A. Dodd, ^{Chairman} ~~Chairperson~~

Date: 7/11/23

Provider:



By: David Alderslade

Title: Executive Vice President, CFO

Date: 6/20/2023

ATTACHMENT B



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Citrus County School District
1007 W Main St
Inverness FL 34450

Citrus County Imagine Edgenuity

Price Quote

Date 5/31/2023
Quote No. 275583
Acct. No. 03:ci:FL:12217205
Total \$109,800.00
Pricing Expires 5/31/2024

Payment Schedule				Contract Start	Contract End
				6/1/2023	5/31/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1.	Academy of Environmental Science					
2.	Citrus High School					
3.	Citrus Springs Middle School					
4.	Crest School					
5.	Crystal River High School					
6.	Crystal River Middle School					
7.	Cypress Creek DJJ					
8.	Inverness Middle School					
9.	Lecanto High School					
10.	Lecanto Middle School					
	Digital Libraries District Pool Access Concurrent User		05/31/2024	\$0.00	10	\$0.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative
José Ruiz, M.Ed.
Account Executive
P: (407) 615-0168
E: jose.ruiz@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



8860 E. Chaparral Rd
 Suite 100
 Scottsdale, AZ 85250
 877-725-4257

Price Quote

Date 5/31/2023
 Quote No. 275583
 Acct. No. 03:ci:FL:12217205
 Total \$109,800.00
 Pricing Expires 5/31/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Citrus County School District						
	Digital Libraries 6-8 Credit Recovery Library Concurrent User		05/31/2024	\$400.00	75	\$30,000.00
	Digital Libraries 9-12 Credit Recovery Library Concurrent User		05/31/2024	\$400.00	150	\$60,000.00
	EdgeEX Promotional Access – Available Fall 2023, access not to exceed 6/30/2024		06/30/2024	\$0.00	1	\$0.00
	Professional Development Onsite Day		05/31/2024	\$3,300.00	6	\$19,800.00

Subtotal \$109,800.00
 Total \$109,800.00

ATTACHMENT C

See the following pages for the Imagine Learning LLC's Privacy Policy.

Imagine Learning's Privacy Policy

January 1, 2022

We know you care about how your personal information is used and shared, and we take your privacy and the privacy of students seriously. We've updated our privacy policy ("Privacy Policy") so that it more accurately describes our practices. Let us know if you have any questions.

Imagine Learning LLC ("Imagine Learning", "we" or "us") is committed to protecting the privacy of students, parents, and educators, while providing students and schools with a dynamic learning and teaching environment made possible by the Internet. This Privacy Policy addresses the privacy practices of Imagine Learning. Imagine Learning's products and services are intended for ultimate use by parents, teachers and students, but only schools and school districts (together with similar purchase entities, "Local Educational Agencies" or "LEAs") may sign up for Imagine Learning. This Privacy Policy is applicable to all Imagine Learning products and services available online (the "Services").

If we intend to use or disclose members' Personal Information (as defined below) in a manner materially different from that stated at the time of collection we will send notification by email to those who have shared with us their email addresses.

What is This Policy?

WE FULLY DESCRIBE OUR PRIVACY PRACTICES BELOW IN THIS PRIVACY POLICY. THIS SUMMARY PROVIDES AN OVERVIEW OF SOME IMPORTANT INFORMATION REGARDING OUR USE AND SHARING OF YOUR INFORMATION, AND THIRD PARTIES WHO MAY SET COOKIES OR WEB BEACONS OR SIMILAR TRACKING TECHNOLOGIES WHEN YOU USE THE SERVICES. PLEASE READ THE ENTIRE PRIVACY POLICY VERY CAREFULLY. BY USING ANY SERVICE, YOU AGREE TO BE BOUND BY THIS PRIVACY POLICY IN ITS ENTIRETY.

Information Collection/How we use your information: We primarily use the information we collect when you use the Services in connection with your relationship with Imagine Learning, your use of the Services, and for sending you information from us.

Information Sharing: Remember that if you create an account or share Personal Information with other users on the Services, your information may be visible to others. However, student data will only be visible to their administrators, teachers and parents, and students cannot share data with other students. Note that we do not share your Personal Information with third parties for their marketing purposes; however, we may share your Personal Information under certain limited circumstances.

Third party analytics providers: We work with analytics service providers and other vendors to provide us with information regarding traffic on our websites or through our service (collectively referred to as "Sites"), including the pages viewed and the actions users take when visiting the Sites and to provide us with information regarding the use of the Sites.

How Are Accounts Created?

Users must create an Imagine Learning account to access certain portions of our site. The use of the Imagine Learning website is contingent on our processing of your Personal Information as set forth in this Privacy Policy. By creating an account and/or using the website, you are consenting to such practices. If you do not consent to our processing of your Personal Information as set forth in this Privacy Policy, you should not use our website.

When LEAs purchase licenses, Imagine Learning creates an organization in the product and grants administrative access to that organization through a primary account. The LEA then enrolls students and teachers/administrators into schools and classrooms and creates accounts on their behalf. When the LEA creates student accounts, they are acting on behalf of parents to give Imagine Learning permission to collect the information described in this Privacy Policy, and Imagine Learning is acting as a service provider to the LEA.

When the primary account belongs to a LEA, student accounts will be populated in coordination with that LEA. Students will then be provided login information in a manner specific to that district and in accordance with LEA policy, which may in some cases be through a LEA-wide “single sign-on” or by communicating an initial login and password to the student.

Some Services may also allow a LEA to create a parent account tied to a student account if so desired.

Consent by LEAs, Teachers, and Parents

If you are a student of any age, you must get permission from your LEA or LEA-authorized representative to use the Services.

Imagine Learning Services are not offered directly to students on any basis, and LEAs must first sign up for primary accounts, and then invite students, teachers, and parents to use Imagine Learning through the accounts they create. LEAs that have obtained licenses must provide consent on behalf of students for Imagine Learning to collect and use student data described in this Privacy Policy and opt to allow for student account creation.

What Information Does Imagine Learning Collect About Students, Teachers, and Parents?

Information shared with us: We may collect “Personal Information” (which is information that can reasonably be used, alone or in combination with other reasonably available information, to identify or contact a specific individual). Personal Information includes, but is not limited to, student data, metadata, and user content. The information that we collect from logged-in users includes information that you voluntarily provide to us when you use your account and information

that is automatically collected when you are logged into the Imagine Learning platform. The information collected depends on whether you are a teacher, LEA, parent, or student and may vary slightly from product to product. Below is a list of information collected across all our Services.

Student Account:

- Required student information
 - Student first and last name
 - Grade level
 - Language
 - Student number
 - Student username and password for our Services
 - LEA name
 - Information provided through use of our Services:
 - Assessment results and scores including academic performance and placement, psychographic information, and screening results
 - Curriculum progress
 - Audio recordings
 - Student-generated content (e.g., responses to writing prompts and math journals)
 - Communications (such as chat text logs between students and certified teachers, grade commentary, etc.)
 - Certificates of achievement and curriculum completion
- Optional student information (Note that we will never condition a student's participation in an activity on the student's disclosure of more Personal Information than is necessary to participate in the activity)
 - Single sign-on ID (for schools that use a single sign-on functionality)
 - Demographic information (such as date of birth, gender, ethnicity/race, language).
 - Special indicators (such as Individual Education Plan (IEP) status, English-Language Learner (ELL) status, living situations (foster care/homeless), low-income status etc.)
 - Organization number (e.g., school or district identifier, state identification, or other number)
 - Student email

Teacher/Administrator Account:

- Teacher/Administrator first and last name
- Teacher/Administrator title
- Email address
- LEA name
- State
- Teacher/Administrator username and password for our Services
- Single sign-on ID (for schools that use a single sign-on functionality)
- Certificates of completion for online training

Parent Account (optional):

- Parent first and last name
- Email address
- Parent username and password for our Services

Information collected from our marketing website: Independent of our Services used by students and teachers, we have websites limited to those browsing our marketing content. Our marketing websites collect some data, such as name and contact information, via online forms and some data via cookies and other social media trackers used on marketing pages.

Information received from third parties: Third parties may provide us with information about you. For example, if you are on a third-party website, and opt-in to receive information from us, that third party will forward information to us so that we may contact you as requested. Any personal information received from these third parties will be handled in accordance with this Privacy Policy and our agreements with these parties. We sometimes combine information we receive from third parties with the personal information we collect through the Services. Any such combined information will be treated as Personal Information in accordance with this Privacy Policy.

Information we collect automatically: In every case we also log certain detailed technical information about all users' interactions with our Services that could be linked with users (including students). This includes the IP addresses that we get when users connect to our Services, information that is sent by web browsers automatically when they connect to our Services (such as the type of web browser, the operating system used and the time zone set on the user's computer), and the timing and frequency of how users interact with different content and different areas of our Sites.

We use following methods and tools to collect and track the automatically collected information described above:

- **Cookies:** Like many other websites and apps, we set cookies so that we may recognize when someone connecting to our Sites is currently logged in or has visited before. A cookie is a data file sent to a browser from a web server and stored on the user's computer's hard drive that allows us to recognize that browser when the user returns to our Sites. To learn more about browser cookies, including how to manage or delete them, look in the Tools, Help or similar section of your browser, or visit <http://www.allaboutcookies.org>.
- **How we respond to Do Not Track signals:** Please note that your browser setting may allow you to automatically transmit a "Do Not Track" (DNT) signal to websites and online service you visit. DNT is a privacy preference users can set in certain web browsers to inform websites and services that they do not want certain information about their webpage visits collected over time and across websites or online services. However, we do not recognize or respond to browser-initiated DNT signals, as the internet industry is still working to determine what DNT means, how to comply with DNT, and how to create a common approach to responding to DNT. To find out more about "Do Not Track", please visit <http://www.allaboutdnt.com>.

Like most online services, when you use the Services, we automatically collect and store details of how you used our service, such as your activity on the Services, and the frequency and duration of your visits.

By using our Services you agree to our use of these information collection technologies.

De-identified and Aggregate Data

We frequently aggregate information in a way that is designed to make it impracticable to use that data to identify a particular person. We also sometimes maintain individual data records with personal identifiers removed in a manner that is impracticable to relink it to any specific individual. In this Privacy Policy, we refer to such data as “De-Identified Data” and do not consider it to be Personal Information. We do not attempt to re-identify information that has been de-identified.

What Student Information Can Other Users See?

When the primary account belongs to a LEA, the account administrator designated by the LEA can access all information we collect about students that we make available through our websites and online services. LEA-designated administrators can delegate the right to view student information in accordance with LEA policy. Each teacher within that LEA can see only information relating to students' participation in classes taught by that teacher (unless granted additional access by the LEA account administrator).

Some Services may allow a LEA to create a parent account tied to a student account if so desired. Parents may view student information only for the student accounts to which they've been linked.

What Does Imagine Learning Do With Personal Information?

We will not share Personal Information we collect in any way not described by this Privacy Policy. Except as noted below, we do not share any Personal Information with third parties for advertising, marketing, or other purposes. There is no third-party advertising on Imagine Learning. We do not amass student profiles except in the furtherance of school purposes. We do not ask or require students to provide information beyond that which is reasonably necessary to provide the Services. Except in limited instances to provide support services under an agreement, we do not share any student login information with any third party, and we do not automatically collect Personal Information from student accounts. Information collected from students is never used or disclosed for any third-party advertising or any kind of behaviorally targeted advertising. We do not market to or survey students; however, students may choose to provide ratings and other feedback about their experience with learning activities. LEA staff may be invited to provide

feedback about their experiences, but participation is never required. Students are occasionally asked to provide feedback on their enjoyment level of various aspects of the Services.

We do collect website usage information through third-party analytics services and anonymized data to help us improve our experiences for students, but such information does not contain Personal Information. We also collect website usage information through third-party analytics services for non-student users to support product support and development.

We use Personal Information and any other information collected through the website for the following reasons:

- to administer the Services;
- to improve the quality and types of services that we deliver;
- to analyze usage of the Services and the popularity and performance of our Sites;
- to communicate with parents, teachers and LEAs by responding to your requests, comments and questions;
- to track and assess student development and progress;
- to generate reports that allow parents, teachers, and other authorized persons to evaluate student progress, identify students who need intervention, and discover students who can be taught together as a group;
- to diagnose technical problems;
- to email parents, teachers, and other authorized persons regarding service, technical and other administrative matters. These communications may also include information regarding changes in services, new service offerings and important service-related notices, such as security and fraud notices. Such communications will only be delivered to parents, teachers and LEAs and will never be delivered to student users;
- to send users alerts to notify them about pertinent activity on our Services, such as messages from colleagues or upcoming assignments (“Notification Alerts”). These Notification Alerts may be sent to all users of our Services, including students;
- to provide useful analyses to users and primary account owners;
- to conduct research and analytics to improve our Services and value to you, and to perform research for authorized persons;
- to protect Imagine Learning and our users, such as conducting audits or notifying LEAs of inappropriate or potentially harmful behavior;
- to assist students who request online help from our state-certified, security-cleared teachers who are employed by Imagine Learning to provide individualized instruction;
- for other educational purposes requested and sanctioned by an authorized representative of the LEA;
- for billing, account management, and other administrative matters;
- to comply with a judicial order, subpoena or other legal request; or
- as required by applicable law or regulation.

Third Parties

How We Share Information

We use third-party service providers to provide a variety of services, such as assisting us with providing customer support, hosting our Services, providing us with analytics about how people use our Services, assisting us with marketing our Services to LEA administrators and teachers, sending and tracking responses to email, providing a framework for the delivery of assessment tools and analytics, storing data, providing single sign-on services (where applicable), and helping us identify and track bugs and errors in our Services. Student analytics data are anonymous, but teacher analytics data include teacher name and email address. Third parties we work with are contractually prohibited from using any Personal Information for any purpose other than providing the services we request from them.

When a LEA is the primary account holder, we share information with third parties at the direction of the LEA, and it is the LEA's responsibility to make such requests in a manner that is consistent with their internal policies and the law. We may also share information that we collect in the following (or comparable) circumstances:

- if we believe in good faith that it is necessary to disclose the information under any applicable law or regulation (for example, in response to a court order or a subpoena);
- if we believe in good faith that it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical safety of any person;
- to investigate and act upon potential violations of the law or of our terms of service;
- to provide information to a claimed owner of intellectual property who claims that content you have provided infringes on their rights;
- in response to bankruptcy proceedings;
- with teachers (and parents where necessary) so they can see information about their students or children, such as the student's or child's name, school affiliation and activity on assignments (including time of activity and any responses to questions, extending to grades for those assignments);
- when any user logs into Imagine Learning with a third-party account (such as a ClassLink, Clever, Google or other Learning Management System account), that third party will learn that that user has visited Imagine Learning, and that information will be subject to that third party's privacy policy and practices;
- with third-party products specifically configured by LEAs to interoperate with Imagine Learning;
- if the information is De-Identified Data;
- with our corporate affiliates, parents, and/or subsidiaries; or
- in other circumstances that you expressly consent to.

When logged into our Services, users may choose to interact with Google APIs (such as accessing a Google account to upload an assignment to the Services). Imagine Learning's use and transfer to any other app of information received from Google APIs will adhere to [Google API Services User Data Policy](#), including the **Limited Use** requirements.

We will not sell Personal Information to anyone for monetary compensation. However, we do share Personal Information that could be considered a 'sale' under the California Consumer Privacy Act such as in connection with the sale of Imagine Learning's equity or assets or a merger of Imagine Learning with another company. Any sale or merger would be conditioned so that such information will continue to be covered by the then-applicable Privacy Policy or a policy at least as robust as such Privacy Policy.

If there are changes to this Privacy Policy in the future, LEAs, teachers, and parents may agree to those changes through continued use of the Services or choose to stop using Imagine Learning and we will delete their information and the information about their students.

Third Party Content, Links to Other Sites, and Imagine Learning Content Found Outside the Site

Certain content provided through the Services may be hosted and served by third parties. In addition, our Services includes some links to third party sites or content over which Imagine Learning has no control and which are governed by the privacy policies and business practices of those third parties. We are not responsible for the data collection practices on those other sites. We advise you to carefully review those sites' privacy policies before submitting Personal Information there.

Please also note that Imagine Learning content may be included on web pages and websites that are not associated with us and over which we have no control. These third parties may independently collect data. Imagine Learning is not responsible or liable for the privacy practices or business practices of any third party.

Access through a Mobile Device

If you use our Services through a mobile device or one of our mobile applications, you agree that Imagine Learning may store and use that information for security purposes (for example, for user verification or authentication and to ensure that our APIs are being used appropriately.)

Students may have the option to log in with a QR code from their teacher. Scanning the QR code requires use of camera. All the processing happens through the LEA. No video is transmitted or stored on our servers. Students may be able to record themselves use the device's microphone during certain educational activities. These recordings are processed and stored on our servers. Permission is obtained prior to access to the device's camera or microphone.

Children's Information

Protecting the privacy of young children is especially important to Imagine Learning. For that reason, we created certain features designed to help protect Personal Information relating to children who are less than 13 years of age (or higher age if required by applicable law) ("Child Users").

The Children's Online Privacy Protection Act ("COPPA") requires that all online service providers, including Imagine Learning, obtain parental consent before knowingly collecting personally

identifiable information from children under the age of 13. Imagine Learning does not knowingly collect or solicit any personally identifiable information from children under the age of 13, and instead relies upon information provided to Imagine Learning by the account holder. Children under the age of 13 are prohibited from using the Services or creating an account unless they are doing so with parental consent or with the consent of an account holder who is providing such consent in compliance with COPPA. If we learn that we have collected personal information from a person under the age of 13 that does not comply with COPPA, we will delete that information in a reasonably prudent amount of time. If you believe that a child under the age of 13 has provided personally identifiable information to us without appropriate consent, please contact us at privacy@imaginelearning.com.

How does a child register and use the Services?

Child Users cannot obtain a user account without it being created by a teacher or other LEA-authorized representative.

What children's information is visible to others?

No student's profile is made available or visible to the public through Imagine Learning. If a teacher utilizes certain features on a device in the classroom, other students may be able to view information that is displayed by the teacher in the classroom, but students can't view each other's individual student profiles.

Parents: To review your child's user data you must request the information from your child's teacher. Some Services may allow a LEA to create a parent account tied to their respective students. In such cases, a parent may access their child's information through the parent account.

Our Security Practices

We strive to protect the confidentiality, security, and integrity of the Personal Information we collect from children and adults. We have put in place physical, electronic, and administrative procedures designed to safeguard and to help prevent unauthorized access to and maintain the security of personally identifiable information collected through our Services.

All accounts are protected by passwords. Please keep these passwords secret to prevent unauthorized access to these accounts. If you think someone has gained unauthorized access to an account please change your password and contact us immediately.

We take customary and reasonable measures designed to protect the confidentiality, security, and integrity of Personal Information collected on our Services, both during transmission and within our systems. Such protections include, but are not limited to:

- **Data encryption and storage:** Data is encrypted in transit (SSL/TLS) and at rest. Personal Information is stored and processed within the continental United States.
- **Access:** Access to Personal Information is restricted to a limited number of Imagine Learning employees who need such access to perform their job.
- **Data Systems Monitoring:** We employ several third-party services that continuously monitor and scan our Services for vulnerabilities. Employees dedicated to operating the Services

monitor these reports and receive automated alerts when performance falls outside of prescribed norms.

- **Incident Response Plan:** Imagine Learning maintains an incident response plan.
- **Firewalls:** Anti-virus software and firewalls are installed and configured to prevent malicious or unauthorized traffic.
- **Security audits:** Imagine Learning conducts security audits and code reviews, both by external and internal providers.
- **Employee training:** Imagine Learning has designated privacy and data security officials to oversee employee security training and compliance.

Data Breach or Security Incident

While we have taken customary and reasonable steps to protect the Personal Information we collect, no system is 100% fail-proof and secure.

In the event that Imagine Learning becomes aware of a data breach impacting your Personal Information, we will provide notification in compliance with all applicable laws and our contracts with LEAs. For example, we may post a notice on our landing page or elsewhere on our Services and may send an email to you at the email address you have provided to us. Depending on where you live, you may have a legal right to receive notice of a security breach in writing.

Imagine Learning has procedures in place that are designed to stop threats that may expose Personal Information, restore the Sites to full functionality, and document and take proactive steps to ensure the incident cannot be repeated. Imagine Learning will also preserve necessary evidence for investigation by security professionals and law enforcement as appropriate. In the unlikely event of an unauthorized disclosure of records, Imagine Learning will follow its internal procedures, that articulate how to report the problem to internal and external stakeholders. The notification process includes any information that can identify which customers and students may have been impacted, the data that may have been accessed, Imagine Learning's process to inform affected customers, and steps to prevent the incident from happening again as appropriate.

In the unlikely event of an unauthorized disclosure of Data, Imagine Learning has implemented a process for responding to incidents and notifying affected individuals and, if applicable, law enforcement personnel.

If you have any questions about security on our Services, you can email us by clicking [here](#) or emailing privacy@imaginelearning.com directly.

Your Choices Related to Your Privacy

In order to process your information, we rely on your consent or our legitimate interests to process your data. You may withdraw your consent or object to the use of our information at any time, but you may no longer be able to access our Services.

Communications from Imagine Learning

Imagine Learning may send you information by email or may post notices on the Imagine Learning homepage (<https://imaginelearning.com>).

You may choose to stop receiving certain emails from Imagine Learning by using the unsubscribe button at the bottom of the Imagine Learning email. You may still receive transactional emails from us related to forgotten passwords, account expiration, or other necessary communication. However, we reserve the right to send you information on our behalf and on behalf of third parties in connection with providing our Services. If you no longer want to receive information from us, you will need to close your account.

How You Can Delete or Correct Student Information or an Account

When LEAs create accounts for students, teachers, and parents, the LEA remains the sole owner of the educational data. All requests to review, delete or correct student or teacher information should be directed to the LEA. If we receive a request to delete or correct a user's data from a student, parent, or guardian, we will route such request to the LEA and will assist the LEA as needed to respond to authorized requests within a reasonable time frame and in compliance with applicable laws and regulations.

If a LEA requests deletion of data under the control of the LEA, we will promptly delete it, subject to any legal requirement to retain or transfer that data. Note that even following such deletion requests we may store secure backups until they are deleted in accordance with our document retention policy. We may also preserve information as part of an investigation into violations of the law or our terms of use.

Please note that any information you share with others on the website or content other users may have copied is not a part of your account and may not be deleted when you delete your account. If we share your data with one of our service providers, we will use our best efforts to cause such third party to delete such data when you delete your account.

How We Retain and Delete Your Data

Upon termination of your account, Imagine Learning will take commercially reasonable steps to delete any Personal Information from its live databases in a reasonable amount of time. We will retain Personal Information collected in connection with an account only for as long as is necessary to provide the services to the account holder, as required by applicable laws or regulations or otherwise per the terms or a contract with a LEA.

Data may be returned to the LEA as directed by the agreement with the LEA. If no specific instructions are included in the agreement, the data will be returned or destroyed upon one of the following (i) after termination of our relationship with a LEA or LEA-authorized person, (ii) when it is no longer needed for the purpose for which it was provided, (iii) when advised to do so by the LEA, or (iv) as directed by agreement with the LEA. Data are returned in a digital, machine-readable format via a secure means of transmission.

We may further retain information for business practices based on our legitimate interest or legal purposes, such as secure electronic archives that are not readily accessible to users or maintained for disaster recovery and/or information technology backups. We may also maintain De-Identified Data, including usage data, for any purpose that is consistent with laws, regulations, and contractual obligations.

Even if your account is closed, information may remain in backup or archive records and we may retain certain data relevant to preventing fraud or future abuse or for legitimate business purposes, such as analysis of aggregated, non-personally-identifiable or De-Identified Data, account recovery, or if required by law. All retained data will continue to be subject to the applicable privacy policy for the Service.

Users in California

If you are a resident of the state of California, you have certain data protection rights. Imagine Learning aims to take reasonable steps to allow you to correct, amend, delete, or limit the use of your Personal Information. This section describes how we collect, use, and share Personal Information of California residents in operating our business and their rights with respect to that Personal Information. For purposes of this section, “Personal Information” has the meaning given in the California Consumer Privacy Act of 2018 (“CCPA”) but does not include information exempted from the scope of the CCPA.

Your Rights

In certain circumstances, you have the following data protection rights:

- **Information:** You can request the following information about how we have collected and used your or your child’s Personal Information during the past 12 months:
 - The categories of Personal Information that we have collected.
 - The categories of sources from which we collected Personal Information.
 - The business or commercial purpose for collecting and/or sharing Personal Information.
 - The categories of third parties with whom we share Personal Information.
 - Whether we have disclosed your Personal Information for a business purpose, and if so, the categories of Personal Information received by each category of third-party recipient.
 - Whether we’ve sold your Personal Information, and if so, the categories of Personal Information received by each category of third-party recipient.
- **Access:** You can request a copy of the Personal Information that we have collected about you during the past 12 months.
- **Deletion:** You can ask us to delete the Personal Information that we have collected from you. We will take reasonable measures to comply with a verifiable request, except when use of the Personal Information is necessary to comply with a legal obligation or for a legitimate business need permitted under the CCPA.
- **Opt-out of sales:** We do not currently sell Personal Information. If we plan to sell Personal Information, you will be notified and you can opt-out.

- **Nondiscrimination:** You are entitled to exercise the rights described above free from discrimination in the form of legally prohibited increases in the price or decreases in the quality of our Services.

How to Exercise Your Rights

You may exercise your California privacy rights described above as follows:

- Emailing privacy@imaginelearning.com
- Mailing Imagine Learning’s Privacy Office at 8860 E Chaparral Road, Suite 100, Scottsdale, AZ 85250.

Users Outside the United States

Consent to Transfer

The Services are operated in the United States. If you are located outside of the United States, please be aware that information we collect will be transferred to and processed in the United States. By using the Services, or providing us with any information, you fully understand and unambiguously consent to this transfer, processing, and storage of your information in the United States, a jurisdiction in which the privacy laws may not be as comprehensive as those in the country where you reside and/or are a citizen.

Important Information for Users in the European Economic Area

The following information only applies to users in the European Economic Area (EEA), provided that we are the controller of your Personal Information as described below.

Controller

If you use the Services through your employer, school, or another organization, that organization is the controller of your Personal Information. All questions or requests regarding your rights under European data protection legislation (including the rights described under Your rights below) or the processing of your Personal Information should be directed to the organization. Imagine Learning is the organization’s processor and uses your Personal Information only as instructed by the organization and to the extent necessary to comply with applicable law.

If you do not use the Services through an organization, Imagine Learning is the controller of your Personal Information and can be reached using the contact details in “For More Information” section below.

Legal bases for processing

We process your Personal Information on the following legal bases:

Processing purpose	Legal basis
<i>To provide the Services.</i>	Processing is necessary to perform the contract governing our provision of the

	Services or to take steps that you request prior to requesting the Services.
<i>To operate the websites. To send marketing communications. To create anonymous data for analytics. For compliance, fraud prevention, and safety.</i>	These processing activities constitute our legitimate interests. We consider and balance the potential impact on our rights before we process your Personal Information for our legitimate interests. We do not use your Personal Information for activities where your data protection interests override these legitimate interests (unless we have your consent or are otherwise required or permitted to by law).
<i>To comply with law.</i>	Processing is necessary to comply with our legal obligations.
<i>With your consent.</i>	Processing is based on your consent. Where we rely on your consent you have the right to withdraw it anytime in the manner indicated at the time consent is requested.

Cross-border data transfer

Whenever we transfer your Personal Information out of the European Economic Area (“EEA”) to countries not deemed by the European Commission to provide an adequate level of personal information protection, the transfer will be based on safeguards that allow us to conduct the transfer in accordance with the EEA’s data protection laws. Such safeguards may include applying the European Commission model contracts for the transfer of Personal Information to third countries described [here](#). Please contact us for further information about any such transfers or the specific safeguards applied.

Your rights

You may ask us to take the following actions in relation to your Personal Information that we hold:

- **Access:** Provide you with information about our processing of your Personal Information and give you access to your Personal Information.
- **Correct:** Update or correct inaccuracies in your Personal Information.
- **Delete:** Delete your Personal Information.
- **Transfer.** Transfer a machine-readable copy of your Personal Information to you or a third party of your choice.
- **Restrict:** Restrict the processing of your Personal Information.
- **Object:** Object to our reliance on our legitimate interests as the legal basis of our processing your Personal Information, where that processing adversely impacts your legal rights.

You may send us these requests by contacting us at privacy@imaginelearning.com. We may request information from you to help us confirm your identity and process your request. Applicable law may require or permit us to reject part or all of your request. If we reject your request, we will tell you why, subject to legal restrictions. If you would like to submit a complaint about our use of

your Personal Information or response to your requests regarding your Personal Information, you may contact us or submit a complaint to the data protection regulator in your jurisdiction. You can find your data protection regulator [here](#).

Retention

We will only retain your Personal Information for as long as necessary to fulfil the purposes we collected it for, including to continue providing our Services to LEAs you sent information to and for the purposes of archiving and satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal information we consider the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of your Personal Information, the purposes for which we process your Personal Information and whether we can achieve those purposes through other means, and the applicable legal requirements. In some circumstances we may anonymize your Personal Information (so that it can no longer be associated with you) in which case we may use this information indefinitely without further notice to you.

Notice of Changes to This Policy

We may occasionally update this Privacy Policy. You can see when it was last updated by looking at the new effective date at the top of this page.

If we make any significant changes, we'll post them prominently on our website 30 days prior to their effective date. Your continued use of the Services after a revision to the Privacy Policy indicates your acceptance and agreement to the current Privacy Policy. We recommend that you periodically review the Privacy Policy to make sure you understand and are up to date on how we are keeping your information safe.

Our Privacy Policy was last updated and is effective as of January 1, 2022.

For More Information

If you have any questions or comments regarding our Privacy Policy or our practices, please contact us at privacy@imaginelearning.com.