

**AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA**  
**AND**  
**SKYWARD, INC.**  
**FOR ONLINE EDUCATION SERVICES**

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**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 Skyward, Inc., a Wisconsin Corporation registered to do business in the State of Florida whose principal address is 2601 Skyward Drive, Stevens Point, WI 54482, hereinafter referred to as "Contractor" or "Provider" (each a "Party" and collectively referred to as the "Parties").

**WHEREAS**, CCSB is interested in continuing to utilize the Contractor's proprietary software and services described herein for Annual License Fees; 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 the Citrus County School District.

**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 July 1, 2023, and continue until June 30, 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 continue to provide the software license and services ("Products" and "Services") as outlined in Attachment B, Skyward Invoice 0000222624, 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 – Skyward Invoice 0000222624
  - 3.4. Attachment C – Skyward Terms of Service
  - 3.5. Attachment D – Skyward Privacy Policy
- 4. Payment & Compensation.** The Contractor shall provide services in accordance with Attachment B, Skyward Invoice 0000222624, at the rate of \$260,434.00 per fixed fee. The total compensation under this Agreement shall not exceed **TWO HUNDRED SIXTY THOUSAND FOUR HUNDRED THIRTY-FOUR AND 00/100 DOLLARS (\$260,434.00)**. 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 Kathy Androski, Director of Educational Technology.
- 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.**

**8.1. Contractor's Indemnification.** Subject to the limitation of liability described in Section 8.3 below, 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 (but only to the extent of such negligence), 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. The foregoing indemnity and hold harmless is conditioned on such loss being proximately caused in whole or in part by the negligent or willful act or omission of Contractor, its shareholders, directors, officer, employees, or agents, and conditioned further that nothing herein shall be deemed to require Contractor to indemnify CCSBB for or against its own negligent or willful acts or omissions.

**8.2. CCSB's Indemnification.** Subject to the limitation of liability described in Section 8.3 below and Section 728.28, Florida Statutes, CCSB hereby agrees to indemnify and hold harmless Contractor, its shareholders, directors, officers, employees and agents from and against any claim(s), actions(S), costs, fees, expenses, losses and liabilities based on or arising out of any act or omission of CCSB, its school

board, employees, or agents or those for whom CCSB is, at law, responsible. The foregoing indemnity and hold harmless is conditioned on such loss being proximately caused in whole or in part by the negligent or willful act or omission of CCSB, its school board, employees, or agents, and conditioned further that nothing herein shall be deemed to require CCSB to indemnify Contractor for or against its own negligent or willful acts or omissions. Notwithstanding any provision, term, or condition of the License or this Addendum, the School Board intends to avail itself of the benefits of Section 768.28, Florida Statutes, and of other statutes and common law governing sovereign immunity to the fullest extent possible. However, in no event will the School Board's liability under this provision exceed the sum of \$200,000 per person or \$300,000 per occurrence. Nothing in this Agreement is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

**8.3. Limitation of Liability.** Except in the case of gross negligence, fraud, or willful misconduct relating to its obligations under this Agreement, the liability of either party from all causes shall not exceed the amount of payments made by CCSB to Skyward during the 365 days preceding the cause of action. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**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 included 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 included 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. Cyber Liability coverage for the School Board of Citrus County will be provided while data is in the direct control of Skyward.

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 Sections 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 will follow the cancellation notification and terms of each specific policy. 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 certificates of insurance 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"/>	<b>1. Commercial General Liability Insurance:</b>	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	<b>2. Product Liability and/or Completed Operations Insurance:</b>	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	<b>3. Automotive Liability:</b>	
	Bodily Injury and Property Damage: Combined Single Limit (each accident)	\$1,000,000
<input type="checkbox"/>	<b>4. Workers' Compensation/Employer's Liability:</b>	
	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"/>	<b>5. Professional Liability Insurance (Errors and Omissions by Skyward):</b>	
	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"/>	<b>6. Cyber Liability and Data Storage:</b>	
	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@CITRUSSCHOOLS.ORG](mailto:BLAIRL@CITRUSSCHOOLS.ORG) AND [PUBRICRECORD@CITRUSSCHOOLS.ORG](mailto: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. In the event this Agreement is terminated by CCSB pursuant to this Section 15, all fees paid to Skyward hereunder prior to the date of termination shall be non-refundable and will not be prorated as of the date of termination.
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 each requirement, duty and obligation set forth herein is 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 a provision 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.** Except as provided below, 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, which consent shall not be unreasonably withheld, conditioned, or delayed. 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,





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. The Contractor hereby grants CCSB a non-exclusive, perpetual, royalty-free right and license to copy, make derivative works, distribute and display any instruction manuals, technical manuals, or other similar materials provided to CCSB in association with the Products and Services, but excluding the Products and Services, 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.

**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 complaint, administrative or judicial proceeding, payment of any penalty imposed upon the CCSB or payment of any and all actual out-of-pocket 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,** - 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),).
- 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. The duty to dispose of CCSB Data shall not extend to data that has been: (a) de-identified; (b) placed in a separate Student account; or (c) incidental Data that was placed in emails or other medium by CCSB related to the Services and was not properly de-identified by CCSB prior to transmission.

**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, to the extent caused by the intentional or negligent act of Contractor. 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 the extent such Notification Event was caused by Contractor's intentional or negligent act, 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. Intellectual Property and 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 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 Products and

Services (collectively, "Contractor IP"). Contractor grants CCSB a perpetual, non-exclusive, non-transferable, non-refundable royalty-free right and license to use the Products and Services for the benefit of CCSB solely in connection with the operation of CCSB's school districts. Except as otherwise provided in this Agreement, Contractor retains all right, title, and interest in and to any inventions, discoveries, improvements or copyrightable works, discovered or prepared by Contractor or its employees with respect to the Products and Services. CCSB shall implement reasonable security measures to protect Contractor's confidential and proprietary information and any Contractor IP. CCSB agrees that it will not disclose Contractor's proprietary or confidential information or any Contractor IP, except to CCSB employees with a need to know who are bound by agreements or employment policies restricting the right to such employees to use or disclose such information. CCSB further agrees that it will not (a) sell, license, sublicense, distribute, lease, or otherwise transfer or allow the transfer of the Products or Services to any third party or use the Products or Services in any manner inconsistent with the rights granted above; (b) modify or create derivative works of the Products or Services; or (c) attempt to decompile, disassemble or reverse engineer the Products or Services or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any security protections in the Products or Services. 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.** A material breach of this Agreement by either party shall result in the following: The non-breaching party shall notify the other party in writing describing the other party's breach in reasonably detail and provide the breaching party with thirty (30) calendar days to cure. If the breaching party fails to cure the breach within the time provided, then the non-breaching party may terminate this Agreement without further notice.
- 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 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.


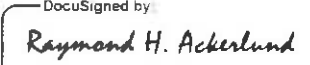
**40. Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and



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.

<p>School Board:  <small>050</small>    Thomas Kennedy, Chairman  Date: <u>1/9/24</u></p>	<p>Contractor: <small>DocuSigned by:</small>    <small>8537D3E8BC74B5</small>  By: Ray Ackerlund  Title: President  Date: <u>January 17, 2024</u></p>
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**Attachments:** (list all attachments with the exact title of the document)

Attachment A, Student Data Privacy Agreement

Attachment B, Skyward Invoice 0000222624

Attachment C, Skyward Terms of Service

Attachment D, Skyward Privacy Policy

Contractor Contact Name: Ray Ackerlund

Phone Number: 800-236-7274

Email Address: ray.ackerlund@skyward.com

**ATTACHMENT A**  
**AGREEMENT BETWEEN**  
**THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA**  
**AND**  
**SKYWARD, INC.**  
**STANDARD STUDENT DATA PRIVACY AGREEMENT**

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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

Skyward, Inc., located at 2601 Skyward Drive, Stevens Point, WI 54482 (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**

If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

- ✓ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H"**. (Optional)

If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Kathy Androski  
Title: Director of Educational Technology  
Address: 3741 W. Educational Path, Lecanto, FL 34461  
Phone: 352-746-3437 x2236  
Email: AndroskiK@citruschools.org

The designated representative for the Provider for this DPA is:

Name: Ray Ackerlund  
Title: President  
Address: 2601 Skyward Drive, Stevens Point, WI 54482  
Phone: 800-263-7274

Email: Ray.Ackerlund@skyward.com

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

LEA: The School Board of Citrus County, Florida.

Signature: *Thomas B. Kennedy* Vice Chair, OBO  
Printed Name: Thomas Kennedy  
Title: Chairman  
Date: 1/9/24

Provider: Skyward, Inc.

Signature: DocuSigned by:  
*Raymond H. Ackerlund*  
6E27D2E86C87495

Printed Name: Ray Ackerlund  
Title: President  
Date: January 17, 2024

## 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 (a) Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3; or (b) Student Data that is improperly placed in emails or other unsecure communications by LEA. 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.** Upon written request by the LEA, the Provider will provide the LEA with a summary of its most recent third-party audit of the security and privacy measures that the Provider has in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA.
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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**EXHIBIT "A"**

**DESCRIPTION OF SKYWARD INVOICE 0000222624**



Page: 1

**CITRUS COUNTY SCHOOL BOARD**  
**ATTN: ACCOUNTS PAYABLE**  
**1007 W MAIN STREET**  
**INVERNESS, FL 34450**

**Invoice Detail**

<b>Invoice #</b>	0000222624
<b>Invoice Date</b>	07/01/2023
<b>Due Date</b>	07/15/2023
<b>Invoice Total</b>	260,434.00

Qty.	Item Description	Unit Price	Extension
1.00	FINANCIAL MANAGEMENT ANNUAL LICENSE FEE	25,267.0000	25,267.00
1.00	PAYROLL ANNUAL LICENSE FEE	14,133.0000	14,133.00
1.00	TRUE TIME ANNUAL LICENSE FEE	12,028.0000	12,028.00
1.00	ACCOUNTS RECEIVABLE ANNUAL LICENSE FEE	11,705.0000	11,705.00
1.00	INVENTORY ANNUAL LICENSE FEE	9,021.0000	9,021.00
1.00	FIXED ASSETS ANNUAL LICENSE FEE	8,782.0000	8,782.00
1.00	EMPLOYEE ACCESS ANNUAL LICENSE FEE	8,782.0000	8,782.00
1.00	EMPLOYEE MANAGEMENT ANNUAL LICENSE FEE	7,518.0000	7,518.00
1.00	SUBSTITUTE TRACKING ANNUAL LICENSE FEE	6,615.0000	6,615.00
1.00	SCHOOL BASED ACTIVITY ACCOUNTING ANNUAL LICENSE FEE	5,625.0000	5,625.00
1.00	FAST TRACK ANNUAL LICENSE FEE	4,508.0000	4,508.00
1.00	SALARY NEGOTIATIONS ANNUAL LICENSE FEE	4,388.0000	4,388.00
1.00	STUDENT MANAGEMENT ANNUAL LICENSE FEE	61,980.0000	61,980.00
1.00	EDUCATOR GRADEBOOK ANNUAL LICENSE FEE	22,492.0000	22,492.00
1.00	HEALTH RECORDS ANNUAL LICENSE FEE	15,337.0000	15,337.00
1.00	RESPONSE TO INTERVENTION ANNUAL LICENSE FEE	10,393.0000	10,393.00
1.00	FAMILY & STUDENT ACCESS ANNUAL LICENSE FEE	10,224.0000	10,224.00
1.00	NEW STUDENT ONLINE ENROLLMENT ANNUAL LICENSE FEE	9,641.0000	9,641.00
1.00	FEE TRACKING ANNUAL LICENSE FEE *	7,438.0000	7,438.00
1.00	FEE TRACKING ANNUAL LICENSE FEE * Cancelled *	-7,438.0000	-7,438.00
1.00	LMS/ONE ROSTER API ANNUAL LICENSE FEE	5,432.0000	5,432.00
1.00	FAMILY ACCESS THIRD PARTY INTERFACE ANNUAL LICENSE FEE	4,516.0000	4,516.00
1.00	GRADUATION REQUIREMENTS ANNUAL LICENSE FEE	2,047.0000	2,047.00

Annual License Fees: 07/01/2023 - 06/30/2024

**REMIT TO:**  
 SKYWARD ACCOUNTING DEPT  
 2601 SKYWARD DRIVE  
 STEVENS POINT, WI 54482

<b>Invoice #</b>	0000222624
<b>Invoice Date</b>	07/01/2023
<b>Payor</b>	CITRUS COUNTY SCHOOL BOARD
<b>Due Date</b>	07/15/2023 (CITRUSFL000)

**Invoice Amount:** 260,434.00  
**Remit Amount:**

PLEASE RETURN STUB WITH PAYMENT. Questions can be directed to [account@skyward.com](mailto:account@skyward.com)



CITRUS COUNTY SCHOOL BOARD  
ATTN: ACCOUNTS PAYABLE  
1007 W MAIN STREET  
INVERNESS, FL 34450

**Invoice Detail**

<b>Invoice #</b>	0000222624
<b>Invoice Date</b>	07/01/2023
<b>Due Date</b>	07/15/2023
<b>Invoice Total</b>	260,434.00

**Qty.**      **Item Description**      **Unit Price**      **Extension**

Prices above reflect centralized support discount.

=== Invoice revised 6/12/2023 - Project ID: 5415552 ===  
Kathy Androski cancelled the Fee Tracking License.

**Total Extension:    260,434.00**

**REMIT TO:**

SKYWARD ACCOUNTING DEPT  
2601 SKYWARD DRIVE  
STEVENS POINT, WI 54482

<b>Invoice #</b>	0000222624
<b>Invoice Date</b>	07/01/2023
<b>Payor</b>	CITRUS COUNTY SCHOOL BOARD
<b>Due Date</b>	07/15/2023      (CITRUSFL000)

**Invoice Amount:    260,434.00**  
**Remit Amount:**   

PLEASE RETURN STUB WITH PAYMENT. Questions can be directed to [account@skyward.com](mailto:account@skyward.com)

**EXHIBIT "B"**

**SCHEDULE OF DATA**

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

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



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

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

## EXHIBIT "C"

### DEFINITIONS

**De-Identified Data and De-Identification:** Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

**Educational Records:** Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

**Metadata:** means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

**Operator:** means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written Agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

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

**Provider:** For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

**Student Generated Content:** The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

**School Official:** For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a Contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

**Service Agreement:** Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

**Student Data:** Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

**Subprocessor:** For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

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

**Targeted Advertising:** means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such

student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

**Third Party:** The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

**EXHIBIT "D"**

**DIRECTIVE FOR DISPOSITION OF DATA**

**[Insert Name of District or LEA]** Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

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

[Insert categories of data here]

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

2. Nature of Disposition

Disposition shall be by destruction or deletion of data.

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

[Insert or attach special instructions]

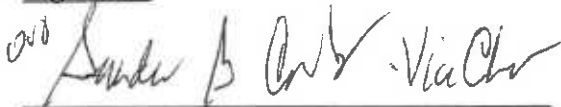
3. Schedule of Disposition

Data shall be disposed of by the following date:

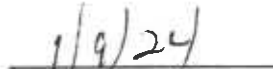
As soon as commercially practicable.

\_\_\_\_ By [Insert Date]

4. Signature



Authorized Representative of LEA



Date

5. Verification of Disposition of Data

\_\_\_\_  
Authorized Representative of Provider

\_\_\_\_  
Date

**EXHIBIT "E"**

**GENERAL OFFER OF TERMS**

**1. OFFER OF TERMS**

Provider offers the same privacy protections found in this DPA between it and **the School Board of Citrus County, Florida** ("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:

Skyward, Inc.

BY: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Ray Ackerlund

Title/Position: President

## 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 School Board of Citrus County, Florida 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: \_\_\_\_\_

Printed Name: Thomas Kennedy

Title/Position: Chairman

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

Name: Kathy Androski

Title: Director of Educational Technology

Address: 3741 W. Educational Path, Lecanto, FL 34461

Telephone Number: 352-746-3437 x2236

Email: AndroskiK@citruschools.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**

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

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

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

**EXHIBIT "G"**

**Supplemental SDPC State Terms for [State]**

Version \_\_\_\_\_

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

**EXHIBIT "H"**

**Additional Terms or Modifications**

**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 Skyward, Inc., (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. Intentionally omitted.
5. Article I, Paragraph 2 is amended to add the following: Indemnification. Subject to the limitations described in Sections 8.1 and 8.3 of the Service Agreement, Provider shall indemnify, hold harmless, and defend the LEA and all of LEA's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, to the extent caused by any breach of this Agreement by Provider or subprocessor(s) under Provider's direct control, related to Attachment A, Exhibit B (Schedule of Data), including but not limited to, failure to notify the LEA of any additional students' PII collected and not updated by

Provider in Exhibit B.

6. Article II, Paragraph 5 is deleted in its entirety and replaced with the following: Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA. Provider agrees to share the Subprocessors names and Agreements with LEA upon LEA's request.
7. 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.
8. 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
9. 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.
10. Article IV, Paragraph 5 is deleted in its entirety and replaced with the following: 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 (a) Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3; or (b) Student Data that is improperly placed in emails or other unsecure communications by LEA. 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”**.

11. Article IV, Paragraph 6 is deleted in its entirety and replaced with the following: Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, targeted advertising, or other commercial efforts by Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from generating legitimate personalized learning recommendations.
  
12. 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. Article V, Paragraph 2 is hereby deleted in its entirety and replaced with the following: Upon written request by the LEA, the Provider will provide the LEA with a summary of its most recent third-party audit of the security and privacy measures that the Provider has 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.

13. 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. Provided, if the Service Agreement is assigned as permitted therein, then this DPA shall also be deemed to have been assigned without further action of the parties with Assignee agreeing to be bound to all terms and obligation of this Agreement.
14. 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.
15. Article VII, is hereby amended to add Paragraph 12 as follows: **Security Controls.** Security Controls. Provider represents and warrants that any software licensed hereunder shall not contain any virus, worm, Trojan Horse, tracking software or be capable of identifying non-approved users or tracking any approved user, or any undocumented software locks or drop dead devices that would render inaccessible or impair in any way the operation of the software or any other hardware, software or data for which the software is designed to work with.
16. 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:

*Thomas R. Kennedy*  
Thomas Kennedy, Chairman

Date: 1/9/24

Provider:

DocuSigned by:  
Raymond H. Ackerlund  
9E27D2E8BC87495


By: Ray Ackerlund

Title: President

Date: January 17, 2024

## ATTACHMENT B

### SKYWARD INVOICE 222624



Page: 1

**CITRUS COUNTY SCHOOL BOARD**  
**ATTN: ACCOUNTS PAYABLE**  
**1007 W MAIN STREET**  
**INVERNESS, FL 34450**

**Invoice Detail**

<b>Invoice #</b>	0000222624
<b>Invoice Date</b>	07/01/2023
<b>Due Date</b>	07/15/2023
<b>Invoice Total</b>	260,434.00

Qty.	Item Description	Unit Price	Extension
1.00	FINANCIAL MANAGEMENT ANNUAL LICENSE FEE	25,267.0000	25,267.00
1.00	PAYROLL ANNUAL LICENSE FEE	14,133.0000	14,133.00
1.00	TRUE TIME ANNUAL LICENSE FEE	12,028.0000	12,028.00
1.00	ACCOUNTS RECEIVABLE ANNUAL LICENSE FEE	11,705.0000	11,705.00
1.00	INVENTORY ANNUAL LICENSE FEE	9,021.0000	9,021.00
1.00	FIXED ASSETS ANNUAL LICENSE FEE	8,782.0000	8,782.00
1.00	EMPLOYEE ACCESS ANNUAL LICENSE FEE	8,782.0000	8,782.00
1.00	EMPLOYEE MANAGEMENT ANNUAL LICENSE FEE	7,518.0000	7,518.00
1.00	SUBSTITUTE TRACKING ANNUAL LICENSE FEE	6,615.0000	6,615.00
1.00	SCHOOL BASED ACTIVITY ACCOUNTING ANNUAL LICENSE FEE	5,625.0000	5,625.00
1.00	FAST TRACK ANNUAL LICENSE FEE	4,508.0000	4,508.00
1.00	SALARY NEGOTIATIONS ANNUAL LICENSE FEE	4,388.0000	4,388.00
1.00	STUDENT MANAGEMENT ANNUAL LICENSE FEE	61,980.0000	61,980.00
1.00	EDUCATOR GRADEBOOK ANNUAL LICENSE FEE	22,492.0000	22,492.00
1.00	HEALTH RECORDS ANNUAL LICENSE FEE	15,337.0000	15,337.00
1.00	RESPONSE TO INTERVENTION ANNUAL LICENSE FEE	10,393.0000	10,393.00
1.00	FAMILY & STUDENT ACCESS ANNUAL LICENSE FEE	10,224.0000	10,224.00
1.00	NEW STUDENT ONLINE ENROLLMENT ANNUAL LICENSE FEE	9,641.0000	9,641.00
1.00	FEE TRACKING ANNUAL LICENSE FEE *	7,438.0000	7,438.00
1.00	FEE TRACKING ANNUAL LICENSE FEE * Cancelled *	-7,438.0000	-7,438.00
1.00	LMS/ONE ROSTER API ANNUAL LICENSE FEE	5,432.0000	5,432.00
1.00	FAMILY ACCESS THIRD PARTY INTERFACE ANNUAL LICENSE FEE	4,516.0000	4,516.00
1.00	GRADUATION REQUIREMENTS ANNUAL LICENSE FEE	2,047.0000	2,047.00

Annual License Fees: 07/01/2023 - 06/30/2024

**REMIT TO:**  
 SKYWARD ACCOUNTING DEPT  
 2601 SKYWARD DRIVE  
 STEVENS POINT, WI 54482

<b>Invoice #</b>	0000222624
<b>Invoice Date</b>	07/01/2023
<b>Payor</b>	CITRUS COUNTY SCHOOL BOARD (CITRUSFL000)
<b>Due Date</b>	07/15/2023

**Invoice Amount: 260,434.00**

**Remit Amount:**

PLEASE RETURN STUB WITH PAYMENT. Questions can be directed to [account@skyward.com](mailto:account@skyward.com)





CITRUS COUNTY SCHOOL BOARD  
ATTN: ACCOUNTS PAYABLE  
1007 W MAIN STREET  
INVERNESS, FL 34450

**Invoice Detail**

**Invoice #** 0000222624  
**Invoice Date** 07/01/2023  
**Due Date** 07/15/2023  
**Invoice Total** 260,434.00

Qty.      Item Description      Unit Price      Extension

Prices above reflect centralized support discount.

=== Invoice revised 6/12/2023 - Project ID: 5415552 ===  
Kathy Androski cancelled the Fee Tracking License.

**Total Extension: 260,434.00**

**REMIT TO:**

SKYWARD ACCOUNTING DEPT  
2601 SKYWARD DRIVE  
STEVENS POINT, WI 54482

**Invoice #** 0000222624  
**Invoice Date** 07/01/2023  
**Payor** CITRUS COUNTY SCHOOL BOARD  
**Due Date** 07/15/2023 (CITRUSFL000)

**Invoice Amount: 260,434.00**  
**Remit Amount:**

PLEASE RETURN STUB WITH PAYMENT. Questions can be directed to [account@skyward.com](mailto:account@skyward.com)

## ATTACHMENT C

### SKYWARD TERMS OF SERVICE

# Article VIII. Terms Of Service

Version 1 - Updated 2017-09-18

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## Terms of Service

### 1. About SKYWARD, INC. and these Terms of Service

SKYWARD, INC., Inc. (hereinafter referred to as "us" or "we") is a computer software developer which provides computer systems consisting of software and the assembly, installation, training, and other forms of support and maintenance associated therewith in accordance with predetermined system specifications. The SKYWARD Knowledge Hub aims to provide its users with access to training and support materials, peers and to the best subject matter experts in the world, thought-provoking commentary, a supportive community and related services. These Terms of Service ("TOS") set forth the legally binding terms that govern your use of the Skyward Knowledge Hub (the "Site").

The Site includes a wide variety of resources including articles, blogs, body of knowledge, message boards, groups, videos, photo galleries and other materials that we put on the Site (the "SKYWARD, INC. Content") as well as ideas, suggestions, opinions, comments, and observations made by Members, and any text, data, photographs, video, music, sound, chat, messages, files or other material provided to us or posted on the Site by Members (all of which are referred to as "User Content"). When we use the term "Content", we mean both SKYWARD, INC. Content and User Content collectively.

**If you do not agree to the terms of service, please do not use the site.** By using the site you are indicating that you are at least 18 years old. If you are not at least 18 years old, please do not enter the Site.

### 2. About What's on Our Site

Please remember the following with respect to what is on our Site:

**Products.** Third parties may not advertise or promote certain products or services on the Site unless given permission in an advance arrangement with SKYWARD, INC. Descriptions, images or listings of, or links or references to, products or services on the Site do not imply SKYWARD, INC.'s endorsement of such products or services. SKYWARD, INC. is not responsible in any manner for such third-party products and services.

**Sweepstakes, Contests, and Games.** Any sweepstakes, contests, and games that are accessible through the Site are governed by specific rules, which are linked from the particular activity. By entering such sweepstakes or contests or participating in such games you are subject to those rules—please remember to read them carefully.

**Linked Sites.** The Site may provide links to other Internet websites or resources ("Linked Sites"). SKYWARD, INC. neither controls nor endorses such Linked Sites, nor have we reviewed or approved any content that appears on such Linked Sites. SKYWARD, INC. is not responsible in any manner for any content, advertising, products or other materials on or available from any Linked Sites, and SKYWARD, INC. shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods and services available on or through any Linked Site.

**Monitoring.** We have no obligation to monitor, filter or prescreen User Content, websites created or linked to by our Members, message boards or any other materials that you or third parties transmit to or post on the Site. However, you acknowledge and agree that we have the right (but not the obligation) to monitor the Site, including User Content.

**Disclaimer regarding Professional Advice.** Your use of the Site is at your own risk. SKYWARD, INC. content contains information, data, advice, text and other materials compiled from a variety of third party sources.

SKYWARD, INC. in no way endorses any of these materials, which are provided for your convenience, and are solely intended to broaden user understanding and knowledge of remote support topics.

### **3. Registration Obligations**

If and when you register to become a Member, you agree to: (a) provide true, accurate, complete, and current information (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You acknowledge and agree that, if any information provided by you is untrue, inaccurate, not current or incomplete, we reserve the right to terminate your use of the Site and/or remove any User Content you have provided from the Site.

As part of the registration process, you will be asked to select a username and password. We may refuse to grant you a username, password and/or domain name that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is already in current use, is vulgar or otherwise offensive, may cause confusion, or for any other reason as determined by us in our sole discretion. You are responsible for ensuring the confidentiality of your username and password, and you agree not to transfer or resell your use of or access to the Site to any third party. If you have reason to believe that your account is no longer secure, you must promptly change your password by immediately emailing us at [SkywardCommunity@skyward.com](mailto:SkywardCommunity@skyward.com). You are solely responsible for any and all activities, whether by you or anyone else (including without limitation purchases) conducted through your account.

### **4. Member Rules of Conduct and User Content**

SKYWARD, INC. provides tools for customers to create content such as blogs, profiles, photo albums, video galleries and other materials. SKYWARD, INC. also hosts community message boards and other forums on the Site. Members are expected to abide by the Rules of Conduct that are set forth at [Community.skyward.com/GUIDELINES](http://Community.skyward.com/GUIDELINES). If you are a Member and you fail to comply with the Rules of Conduct or these Terms of Service your access to the Site may be terminated.

You are solely responsible for the User Content you post on or through the Site and the consequences of posting such User Content. By posting such User Content, you represent and warrant to us that you have the necessary licenses, rights, consents and permissions to enable inclusion of the User Content in the manner contemplated by this Site and these TOS. You agree that you will not post User Content that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post such User Content.

We may remove any User Content and/or disclose such User Content and the circumstances surrounding its transmission to any third party in order to: (a) operate the Site properly; (b) to protect ourselves, our sponsors, and our Members; and (c) comply with legal obligations or governmental requests. You agree that any User Content posted to the Site is the sole responsibility of the individual who originally posted the User Content, and that your sole recourse for any damage you may suffer as a result of such User Content shall be to such individual.

### **5. Changes to these Terms of Service**

SKYWARD, INC. reserves the right at any time to: (a) change the terms and conditions of these TOS; (b) change the Site, including eliminating or discontinuing any particular type of Content or feature of the Site; or (c) change any fees or charges associated with use of the Site or for any products or services offered for sale or otherwise available on the Site. Any changes we make will be effective immediately upon notice, which we may provide by posting the changes on the Site or via electronic mail. Your use of the Site after such notice will be deemed an acceptance of such changes. Be sure to review this TOS periodically to ensure familiarity with the most current version.

### **6. Jurisdictional Issues**

SKYWARD, INC. makes no representation that materials on the Site are appropriate or available for use in locations other than the United States. Those who choose to access the Site from other locations do so on their own initiative and at their own risk, and are responsible for compliance with local laws, if and to the extent applicable.

### **7. Termination**

SKYWARD, INC., in its sole discretion, may terminate your password, account (or any part thereof), or use of the Site, and remove and discard any Content within the Site, at any time and for any reason.

### **8. Proprietary Rights**

SKYWARD, INC. content includes proprietary and confidential information that is protected by applicable intellectual property and other laws, and that is the property of SKYWARD, INC. Content contained in advertisements is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

**SKYWARD, INC. has not agreed to and does not agree to treat as confidential any suggestion or idea provided by Contractor (any "Feedback"), and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict SKYWARD, INC.'s right to use, profit from, disclose, publish, or otherwise exploit any Feedback, without compensation to you.**

By sending us User Content and/or Feedback in any form and/or by posting User Content and/or Feedback to any area of the Site, you grant us and our designees a worldwide, non-exclusive, sub licensable (through multiple tiers), assignable, royalty-free, perpetual, irrevocable right to use, reproduce, distribute (through multiple tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such User Content and/or Feedback, and other materials in any media now known or hereafter developed, for any purpose whatsoever, commercial or otherwise, without compensation to you. However, after posting User Content and/or Feedback, you continue to retain your ownership rights in such User Content and/or Feedback, and you continue to have the right to use your User Content and/or Feedback in any way you choose.

**9. Copyright Policy** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by SKYWARD, INC. infringe your copyright, you, or your agent, may send SKYWARD, INC. notice requesting that the material be removed or access to it be blocked with the following information: (a) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (b) identification of the claimed infringing material and information reasonably sufficient to permit us to locate the material on the Site. Providing the URI(s) of the claimed infringing material satisfies this requirement); (c) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; (e) a statement by you, made under penalty of perjury, that the above information in your notification is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and (f) your physical or electronic signature. SKYWARD, INC.'S Copyright Agent for notification of claimed infringement can be reached as follows: Copyright Agent, SKYWARD, INC., 2601 Skyward Drive, Stevens Point, WI 54482, Attn: Mary Tomazin. Our Copyright Agent for notification of claimed infringement can also be reached electronically by sending an e-mail to [maryt@skyward.com](mailto:maryt@skyward.com). Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon SKYWARD, INC. actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send SKYWARD, INC. a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.copyright.gov/> for details. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there can be penalties for false claims under the DMCA.

#### **10. Privacy Policy**

Your use of the Site is subject to our privacy policy. To view our privacy policy, please visit [Community.skyward.com/privacy.htm](http://Community.skyward.com/privacy.htm)

#### **11. Disclaimer of Warranties**

THE SITE, THE CONTENT, ALL TOOLS, PRODUCTS OR SERVICES DISPLAYED ON, OR ACCESSED OR OBTAINED ON OR THROUGH THE SITE ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the foregoing, SKYWARD, INC. and its affiliates, suppliers, and agents do not warrant that your use of the site and access to and use of Content and all tools will be uninterrupted, error-free, or secure, that any information obtained therein is accurate, reliable or complete, that defects will be

corrected, or that any software, the Site, or the server(s) on which the Site is hosted are free of viruses or other harmful components. Your use of the Site and any information or materials provided on or through the Site is entirely at your own risk.

**12. Limitation of Liability**

Neither SKYWARD, INC. nor its suppliers, agents or sponsors are responsible or liable to you or anyone else for any loss or injury or any indirect, incidental, consequential, special, exemplary, punitive or other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way to (i) the use of or inability to use the Site; (ii) any Content contained on the site or member website; (iii) statements or conduct on the Site; (iv) any product or service purchased or obtained through the Site; (v) any action taken in response to or as a result of any information available on the Site; (vi) any damage caused by loss of access to, deletion of, failure to store, failure to back up, or alteration of any Member Content; or, (vii) any other matter relating to the Site. Your sole remedy for dissatisfaction with the Site is to stop using the Site.

**13. Indemnification**

You agree to indemnify, defend, and hold SKYWARD, INC. and its subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, employees, and representatives, as well as suppliers involved with the Site, harmless from and against any and all claims, damages, losses, costs or expenses (including reasonable attorneys' fees) that arise directly or indirectly out of or from (a) your breach of these TOS, including any violation of the Rules of Conduct set forth at [Community.skyward.com/GUIDELINES](http://Community.skyward.com/GUIDELINES) (b) any allegation that any User Content that you submit to SKYWARD, INC. infringes or otherwise violates the copyright, trade secret, trademark or other intellectual property or privacy rights of a third party, and (c) your activities in connection with the Site.

**14. Other Information**

The TOS constitute the entire agreement between you and SKYWARD, INC. and supersedes any prior agreements between you and SKYWARD, INC. The TOS and the relationship between you and SKYWARD, INC. shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its conflict of law provisions. You agree to submit to the personal and exclusive jurisdiction of the federal and state courts located within the county of Portage in the State of Wisconsin and any jurisdictional, venue, or inconvenient forum objections to such courts. The failure of SKYWARD, INC. to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this TOS and shall not affect the validity and enforceability of any remaining provisions. The section titles in the TOS are for convenience only and have no legal or contractual effect. This TOS is not assignable, transferable or sub licensable by you except with our prior written consent. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any preceding or subsequent breach of default.

Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information: "The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210."

## ATTACHMENT D

### SKYWARD PRIVACY POLICY

# Article IX. PRIVACY POLICY FOR SKYWARD, INC. WEBSITE

**Who We Are:** Skyward, Inc. ("Skyward") provides enterprise data management solutions to our customers. The privacy of our customers and other individuals who visit our websites is very important to us. We have created this Privacy Policy to help you better understand how we handle your personal information and to demonstrate our commitment to your privacy. The data controller of Skyward's websites is: Skyward, Inc., 2601 Skyward Drive, Stevens Point, WI 54482. Skyward's data protection officer is: Jeff Ramlow ([content@skyward.com](mailto:content@skyward.com)).

**When This Privacy Policy Applies:** This Privacy Policy applies to the web pages at <https://www.skyward.com>. This Privacy Policy does not apply to any offline data collection practices, to the data collection practices of any Skyward customers, or any entities affiliated with Skyward. This Privacy Policy also does not apply to any third-party websites, services, applications, or online resources to which this website may link, frame, or otherwise reference. Skyward takes no responsibility for the content or privacy practices of those third parties. We encourage you to carefully review the privacy policies of any third party website you access. If you have any questions about this Privacy Policy, please contact us at [content@skyward.com](mailto:content@skyward.com).

**U.S. Privacy Shield:** Skyward participates in the EU-US Privacy Shield and Swiss-U.S. Privacy Shield Framework and Principles as set forth by the US Department of Commerce. Skyward is committed to applying the Privacy Shield Principles to all personal data it receives. More information on the Privacy Shield and the Privacy Shield List can be found at <https://www.privacyshield.gov/list>. Skyward is responsible for the processing of personal data it receives under the Privacy Shield Framework. Skyward complies with the Privacy Shield Principles for all onward

transfers of personal data from the EU and Switzerland, including the onward transfer liability provisions. With respect to personal data received or transferred pursuant to the Privacy Shield, Skyward is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. If you have an unresolved privacy concern related to personal data processed or transferred by Skyward pursuant to the Privacy Shield that Skyward has not addressed to your satisfaction, please contact our U.S.-based third-party dispute resolution provider at no cost here: <https://www.jamsadr.com/eu-us-privacy-shield>. Under certain circumstances, you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

**Information That We Collect:** As a general principle, any personal information you provide to Skyward through the websites is entirely voluntary. In order to access certain portions of the websites and other Skyward offerings such as registering for events, seminars, forums, blogs, and networks (such as the Skyward Community), you may be asked to create a user profile that contains certain personal information. User profiles provide the option to display personal information about you to other users, including but not limited to your name, photo, social media accounts, postal or email address, telephone number, personal interests, skills, and other basic information. You may choose not to provide such information. However, in many cases, if you elect not to provide information to Skyward, it will not be able to process certain requests, such as signing up for a newsletter, registering for an event or accessing certain other networks linked to the websites.

**Cookies:** Skyward may use cookies to collect technical information and aggregate non-personal information regarding preferences, website traffic, and other similar types of information to assist Skyward in improving the websites and the products and services that it offers to its customers. Skyward does not honor "Do not track" requests and Skyward does not track its users. However, you may elect not to accept cookies by changing the designated settings on your web browser. However, if you elect not to accept cookies, you may not be able to use certain functions and features of the websites.

**Information Storage And Retention:** Skyward will retain your personal information: (i) for as long as needed to fulfill the purposes for which it was collected; (ii) until you withdraw your consent; or (ii) as necessary to comply with Skyward's legal obligations. Skyward stores the personal information you provide on servers located in the United States.

**Your Choices:** You can manage your communication preferences by following the instructions in each promotion email from us to unsubscribe or by sending us a message to [content@skyward.com](mailto:content@skyward.com). These choices do not apply to service notifications or other required communications that are considered part of Skyward's services to its customers, which you may receive periodically unless you stop using or cancel our services. At any time, you have the right to access or correct your personal information or completely terminate your account by contacting Skyward at [content@skyward.com](mailto:content@skyward.com). If you choose to terminate your account, your personal information will be deleted. However, any public activity on your account prior to deletion will remain stored on our servers and will remain accessible to the public.

**Disclosure of Information:** Except as provided below, Skyward will not disclose to third parties personal information you provide without your prior consent. Skyward may disclose your personal information to third parties who assist Skyward in providing the services for which the information was provided, provided such third parties have agreed to maintain the confidentiality of such information. Skyward may also disclose your personal information if it has a good faith belief that the law requires such disclosure.

**Data Security:** Skyward protects the confidentiality of the personal information, collected by Skyward. To secure the information collected online, prevent unauthorized access, maintain data accuracy, and ensure only appropriate use of information that is collected, Skyward has implemented appropriate physical, electronic, and managerial procedures consistent with industry standards. Further, Skyward requires that employees keep personal information confidential. Skyward cautions its customers and website visitors that no medium of communication, including the Internet, is entirely secure.



**Children's Privacy:** Skyward does not intend for the websites to be used by anyone under the age of 13 and does not knowingly collect personal information from children under the age of 13 without appropriate parental or guardian consent.

**Notification of Changes:** Skyward's policies and procedures for handling customer information have been created with the understanding that Internet technologies are still evolving and that Internet business methods are continuing to evolve to meet the needs and opportunities of the changing technologies. As a result, Skyward reserves the right to modify its policies and procedures at any time, so please review it frequently. If we decide to change this privacy statement in any material way, we will notify you by amending the "Last Updated" date at the top of this page. We may also notify you by other means prior to the changes taking effect, such as by posting a notice on the websites or sending you a notification. By continuing to use the websites after such revisions are in effect, you accept and agree to the revisions.

