

MOORE PUBLIC SCHOOLS DATA PRIVACY MEMORANDUM OF AGREEMENT

Executed and effective as of the 12 day of December, 2022, by and

between Edmentum, Inc., (the "Company"),

and Moore Public Schools (**MOORE**), a public school system organized and existing under the laws of the state of Oklahoma (the "School Board"), recites and provides as follows.

Recitals

The Company and the School Board are parties to a certain agreement entitled hereafter referred to as (the "Agreement"). In connection with the execution and delivery of the Agreement, the parties wish to make this Memorandum of Agreement (also referred to as MOA or Addendum) a part of the original Agreement in order to clarify and/or make certain modifications to the terms and conditions set forth in the original Agreement.

The Company and the School Board agree that the purpose of such terms and conditions is to ensure compliance with the Family Educational Rights and Privacy Act (FERPA) and the overall privacy and security of student and staff Personally Identifiable Information (PII) hereafter referred to as student/staff information and/or data, including but not limited to (a) the identification of the Company as an entity acting for the School Board in its performance of functions that a School Board employee otherwise would perform; and (b) the establishment of procedures for the protection of PII, including procedures regarding security and security breaches.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged hereby, the parties agree as follows.

Agreement

The following provisions shall be deemed to be included but limited to:

- Student/Staff data storage, maintenance, collection, integration, and/or analysis
- Special Education consultation, audit, evaluation, behavior intervention supports
- Academic consultation, audit, evaluation, behavior intervention supports
- Information technology maintenance, integration, consultation or audits

Confidentiality Obligations Applicable to Certain Moore Student Records. The Company hereby agrees that it shall maintain, in strict confidence and trust, all Moore student records containing personally identifiable information (PII) hereafter referred to as "Student Information". Student information will not be shared with any other resource or entity that is outside the intended purpose of the Agreement.

Data Checklist (Attachment 1) must be completed and submitted to identify all data used by the vendor for public record.

The Company shall cause each officer, director, employee and other representative who shall have access to Moore Student Records during the term of the Agreement (collectively, the "Authorized Representatives") to maintain in strict confidence and trust all Moore Student Information. The Company shall take all reasonable steps to insure that no Moore Student or Staff information is disclosed to any person or entity except those who (a) are Authorized Representatives of the Company performing functions for Moore under the Agreement and have agreed to be bound by the terms of this Agreement; (b) are authorized representatives of Moore, or (c) are entitled to such Moore student information from the Company pursuant to federal and/or Oklahoma law. The Company shall use Moore's data, and shall take all reasonable steps necessary to ensure that its Authorized

Representatives shall use such information, solely for purposes related to and in fulfillment of the performance by the Company of its obligations pursuant to the Agreement.

The Company shall: (a) designate one of its Authorized Representatives to be responsible for ensuring that the Company and its Authorized Representatives maintain the Moore student information as confidential; (b) train the other Authorized Representatives with regard to their confidentiality responsibilities hereunder and pursuant to federal and Oklahoma law; (c) maintain at all times a list of Authorized Representatives with access to Moore student information.

Other Security Requirements. The Company shall maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of Moore student information, including procedures to (a) establish user IDs and passwords as necessary to protect such information; (b) protect all such user passwords from detection and unauthorized use; (c) prevent hostile or unauthorized intrusion that could result in data corruption, or deny service; (d) prevent and detect computer viruses from spreading to disks, attachments to e-mail, downloaded files, and documents generated by word processing and spreadsheet programs; (e) minimize system downtime; (f) notify Moore of planned system changes that may impact the security of Moore data; (g) return or destroy Moore data that exceed specified retention schedules; (h) notify Moore of any data storage outside the US; (i) in the event of system failure, enable immediate recovery of Moore information to the previous business day. The Company should guarantee that Moore data will not be sold to, accessed by, or moved by third parties.

In the event of a security breach, the Company shall (a) immediately take action to close the breach; (b) notify Moore within 5 working days of Company's first knowledge of the breach, the reasons for or cause of the breach, actions taken to close the breach, and identify the Moore Student Information compromised by the breach; (c) return compromised Moore data for review; (d) cooperate with Moore's efforts to communicate to affected parties; (e) take all legally required, reasonable, and customary measures in working with Moore to remediate the breach; (f) cooperate with Moore by providing information, records and witnesses needed to respond to any government investigation into the disclosure of such records or litigation concerning the breach; and (g) provide Moore with notice within 5 working days of notice or service on Company, whichever occurs first, of any lawsuits resulting from, or government investigations of, the Company's handling of Moore data of any kind, failure to follow security requirements and/or failure to safeguard Moore's data. The Company's compliance with the standards of this provision is subject to verification by Moore personnel or its agent at any time during the term of the Agreement. Said information should only be used for the purposes intended and shall not be shared, sold, or moved to other companies or organizations nor should other companies or organization be allowed access to said information.

Disposition of Moore Data upon Termination of Agreement

Upon expiration of the term of the Agreement, or upon the earlier termination of the Agreement for any reason, the Company agrees that it promptly shall deliver to the School Board, and shall take all reasonable steps necessary to cause each of its Authorized Representatives promptly to deliver to the School Board, all required Moore Student Information and/or staff data. **See Attachment 2: Disposition of Data.** The Company hereby acknowledges and agrees that, solely for purposes of receiving access to Moore data and of fulfilling its obligations pursuant to this provision and for no other purpose (including without limitation, entitlement to compensation and other employee benefits), the Company and its Authorized Representatives shall be deemed to be school officials of the School Board, and shall maintain Moore data in accordance with all federal state and local laws, rules and regulations regarding the confidentiality of such records. The non-disclosure obligations of the Company and its Authorized Representatives regarding the information contained in Moore data shall survive termination of the Agreement. The Company shall indemnify and hold harmless the School Board from and against any loss, claim, cost (including attorneys' fees) or damage of any nature arising from or in connection with the breach by the

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Memorandum of Agreement (MOA)

Company or any of its officers, directors, employees, agents or representatives of the obligations of the Company or its Authorized Representatives under this provision.

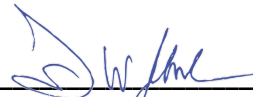
Certain Representations and Warranties. The Company hereby represents and warrants as follows: (a) the Company has full power and authority to execute the Agreement and this MOA and to perform its obligations hereunder and thereunder; (b) the Agreement and this MOA constitute the valid and binding obligations of the Company, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or similar laws affecting the rights of creditors and general principles of equity; and (c) the Company's execution and delivery of the Agreement and this Addendum and compliance with their respective terms will not violate or constitute a default under, or require the consent of any third party to, any agreement or court order to which the Company is a party or by which it may be bound.

Governing Law; Venue. Notwithstanding any provision contained in the Agreement to the contrary, (a) the Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, without reference to conflict of laws principles; and (b) any dispute hereunder which is not otherwise resolved by the parties hereto shall be decided by a court of competent jurisdiction located in the State of Oklahoma.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by their duly authorized officers effective as of the date first written above.



Jun Kim, Director of Technology
Moore Public Schools



[Authorized Signatory for Contractor/Vendor]

Frank Jalufka

[Printed Name]

Chief Financial Officer

[Title]

11/17/2022

[Date]

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Category of Data	Elements	Check if used by your system
Application Technology Meta Data	IP Addresses of users, Use of cookies etc.	
	Other application technology meta data- Please specify:	
Application Use Statistics	Meta data on user interaction with application	
Assessment	Standardized test scores	
	Observation data	
	Other assessment data- Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	X
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	

	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	X
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	X
	Medical alerts	
	Student disability information	
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	X
Other indicator information-Please specify:		
Student Contact Information	Address	
	Email	X
	Phone	

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Student Identifiers	Local (School district) ID number	X
	State ID number	X
	Vendor/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	

Student Survey Responses	Student responses to surveys or questionnaires	X
Student work	Student generated content; writing, pictures etc.	X
	Other student work data Please specify:	
Transcript	Student course grades	X
	Student course data	X
	Student course grades/performance scores	X
	Other transcript data - Please specify:	
Other	Please list each additional data element used, stored or collected by your application	

Written Specifics by Company from Data Checklist:

**ATTACHMENT 2:
DISPOSITION OF DATA (Sent at Term of Contract)**

Moore Public Schools directs [Name of Company] to dispose of data obtained by [Name of Company] pursuant to the terms of the MOA between Moore Public Schools and the Company. The terms of the Disposition are set forth below:

1. Extent of Disposition

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

[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. Timing of Disposition

Data shall be disposed of by the following date:

___ As soon as commercially practicable (or within 60 Days of termination of contract)

___ By [Insert Date]

4. Signatures

_____ Date _____
(Authorized Representative of Moore)

Verification of Disposition of Data

_____ Date _____
Authorized Representative of Company