

CITRUS COUNTY PUBLIC SCHOOLS & KUDER STATEMENT OF WORK (SOW)

Account #: 207629

Submitted 11/15/2022

Valid for 30 days after submission.

OVERVIEW & SUMMARY

Citrus County Public Schools has engaged Kuder for a proposal to deliver a virtual college and career readiness system to support 8-12 students, their families, and educators in discovering career interests and making postsecondary education plans. Kuder will support educators in providing the most research-backed, reliable, and valid assessments in the industry, housed in a technology platform that supports students with aligning career options to educational pathways including the military, on-the-job training and apprenticeships, trade schools and two-year colleges, or a four-year university.

PROJECT SCOPE & DELIVERABLES

Kuder will provide the following products and services:

1. **Online College & Career Readiness Platform –Kuder Navigator® (Navigator)**

- Navigator access for up to 15 sites, and up to 6,000 students, grades 8-12, as well as their parents. Navigator is an education and career planning system for secondary students. Key features include:
 - ✓ Research-based Career Assessments – Students discover their interests, skills, and work values as the foundational step for exploring and selecting college and career options.
 - ✓ Graduation Plan – A configurable framework for meeting requirements and tracking progress; includes education course planner.
 - ✓ Lifelong, sharable career portfolio.

2. **Kuder Administrative Database Management System® (ADMS) –** Allows authorized educators to track students' progress, generate reports, access tools and resources, and implement lesson plans and curriculum. This tool is used for measuring success and improving accountability of students.

- Direct Your Future™ (DYF): Educators access DYF, a complete middle school and high school classroom curriculum for a career planning course featuring Navigator.

3. **Reporting** – In addition to the self-generated reports available within the system, your dedicated partner solutions manager will share additional data and reporting on a quarterly basis.

4. **Dedicated Manager** – A partner solutions manager will be your main point of contact and work directly and regularly with your stakeholders to set goals, measure progress, and ensure partnership success.

5. **System Training** – Our training team of certified career advisors will work directly with your stakeholders to ensure understanding of system benefits and features. You will receive:

- Up to six (6) hours of custom online training delivered through 30-minute to 2-hour sessions.
- Unlimited access to online training, implementation, and communications resources such as webinars, tutorials, materials, newsletters, best practices, and more.

6. **Ongoing Support Team** – Access to our team for responsive customer and technical support Monday through Friday from 7:00 am – 5:00 pm Central time via phone, email, and live chat.
7. **Custom Development** – Kuder’s team will complete system configuration for your district.
 - SSO – Administrative set up to onboard your sites and configure the single sign-on (SSO) and account provisioning functionality through Clever (if available).
 - Access to a Florida specific landing page for logging into the system, available at <https://florida.kuder.com/>.

OUT OF SCOPE

The following items are out of scope of this contract:

- System data or content customization, not expressly stated in the SOW.
- Integration with a single sign on provider other than Clever.
- Ad-Hoc Data reporting not expressly stated in SOW.
- Pathways Link – Connects student interests to district specialized programs and/or CTE courses.
- College Match – An expanded search tool with personalized college matches, acceptance likelihood, and information on net price.
- Online Test Prep – Complete test preparation courses and tests for ACT, SAT, and more.
- Parchment Integration – Request up to {XXX} transcripts and documents seamlessly.
- Common App Integration – Complete college applications and request letters of recommendation and evaluations.
- Application Tracking – Track progress and status on college and scholarship applications.
- Onsite System Training
- Professional Development – A virtual 30-hour course is led by an instructor and offers international career advisor certification.

PRICING & TERMS



OPTION 1 Pricing for a six-month contract is \$10,000.

OPTION 2 Pricing for an eighteen-month contract is \$15,000.

- Purchase Order:** Upon execution of this SOW, please send a purchase order to orders@kuder.com to generate your invoice. Include your payment method with your purchase order.
- Payment Method:** ACH, Check, or Credit Card. Note: Credit card payments require a 5% service charge.
- Payment Terms:** Net 30 days from receipt of invoice. 1.5% fee per month for late payments.
- Billing Method:** Email
- Contract Term:** To be determined by option selected and date this Statement of Work is signed.

ACCEPTANCE

The parties hereto have executed this Statement of Work in the manner and form sufficient to bind them on the day and year written after the execution by their respective parties.

Kuder		Citrus County Public Schools	
By:		By:	
Name:	<u>Connor Harrington</u>	Name:	<u>Douglas A. Dodd</u>
Title:	<u>Chief Revenue Officer</u>	Title:	<u>Chairperson</u>
Date:	<u>Jan 18, 2023</u>	Date:	<u>1/10/2023</u>

Upon signature by Customer and submission to Kuder, this contract shall become legally binding unless this contract is rejected by Kuder for any of the following reasons: (1) the signatory above does not have the authority to bind Customer to this contract, (2) unauthorized changes have been made to this contract, or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this contract. Subscriptions are non-cancelable before their contract end date. This contract is governed by the terms of the kuder.com Master Service Agreement found at <https://www.kuder.com/site-license/> unless (i) Customer has a written master subscription agreement executed by Kuder for such Services as referenced in the Documentation, in which case such written Kuder master subscription agreement will govern or (ii) otherwise set forth herein. Kuder reserves the right to end system access and services for late or non-payments.

**STANDARD ADDENDUM TO AGREEMENTS
WITH
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
(Student Data)**

THIS ADDENDUM (“Addendum”) 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 West Main Street, Inverness, Florida, 34450, hereinafter referred to as “School Board” and Kuder, Inc., whose principal address is 302 Visions Parkway, Adel, Iowa 50003, hereinafter referred to as “Kuder, Inc.,” (collectively the “Parties”).

WHEREAS, the undersigned Parties have entered into the following Agreement or Contract: Statement of Work “SOW”, Privacy Policy and Site License (hereinafter “Agreement”); and

WHEREAS, in order to provide the Services, the Contractor may Protection of Pupil Rights Amendment receive and the CCSB may provide documents or data that are covered by several federal statutes, among them, the Family Educational Rights and Privacy Act (“FERPA”) at 20 U.S.C. 1232g (34 CFR Part 99), Children’s Online Privacy Protection Act (“COPPA”), at 15 U.S.C. 6501-6506 (16 CFR Part 312), and (“PPRA”) at 20 U.S.C. 1232h (34 CFR Part 98); and

WHEREAS, the Parties wish to enter into this Agreement to ensure that accessing and/or transferring of data resulting from the performance of the Services complies with the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Agreement sets forth the general terms and conditions of the relationship between the Parties; and

WHEREAS, there are certain standard contract terms in every Agreement required by the School Board; and

WHEREAS, the Parties desire to amend the Agreement to make these standard terms part of the Agreement by executing this Addendum.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, receipt of which is hereby acknowledged, the Parties hereto amend the Agreement as follows:

1. **Incorporation of Recitals.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.
2. **Name.** If applicable, the proper name for the customer is “The School Board of Citrus County, Florida” any reference in the Agreement to any other name is hereby modified to reflect the same.
3. **Data and/or Other Information Obtained by Kuder, Inc..** Kuder, Inc. agrees that any information received in the performance of its duties under the Agreement regarding students and/or parents or legal guardians shall be Data which shall include Personally Identifiable Information (PII) and other non-public information, including but not limited to student data, metadata, and user content.
4. **Privacy Compliance.** The Parties expect and anticipate that Kuder, Inc. may receive personally identifiable information in education records from the District only as an incident of service or training that Kuder, Inc. provides to the School Board pursuant to this Agreement. The Kuder, Inc. shall comply with all applicable State and Federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, Florida Statutes Sections 1001.41 and 1002.22, and all other privacy statutes cited in this Agreement. The Parties agree that Kuder, Inc. 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, Kuder, Inc.: (1) provides a service or function for which the School Board would otherwise use employees; (2) is under the direct control of the School Board 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
5. **Kuder, Inc.’s Use of Data.** Kuder, Inc. stipulates and agrees to use the Data as follows:
 - a. **Data Collection.** Kuder, Inc. will only collect Data necessary to fulfill its duties as outlined in the Agreement and as contained in Exhibit “A.”
 - b. **Data Use.** Kuder, Inc. will use Data only for the purpose of fulfilling its duties and providing services under the Agreement, and not for improving services under the Agreement.
 - c. **Data Mining.** Kuder, Inc. is prohibited from mining Data for any purposes other than those agreed to by the Parties. Data mining or scanning of user content for the

purposes of advertising or marketing to students or their parents are prohibited.

- d. **Data Sharing.** Data shall not be shared with any third party or additional party without the written consent of the School Board except as required by law. School Board understands that Kuder, Inc. will rely on one or more subcontractors to perform services under the Agreement. Kuder, Inc. agrees to share the names of the subcontractors with School Board upon request. All third parties, subcontractors and successor entities of Kuder, Inc. will be subject to the terms of the Agreement.
- e. **Data De-Identification.** Kuder, Inc. may use Data for product development, research or other purposes. De-Identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, ID numbers, date of birth, demographic information, and school ID. Furthermore, Kuder, Inc. agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party unless that party agrees not to attempt re-identification.
- f. **Marketing and Advertising.** Kuder, Inc. will not use any for any purpose other than the specific purpose(s) outlined in this Agreement, including but not limited to advertising or marketing to students, their parents, or the School Board.
- g. **Data Transfer or Destruction.** Kuder, Inc. will ensure that all Data in its possession and in the possession of subcontractors, or agent to which Kuder, Inc. may have transferred Data, are destroyed or transferred to School Board under the direction of School Board when the Data is no longer needed for their specific purpose, at the request of School Board.
- h. **Rights and Agreement in and to Data.** Kuder, Inc. agrees that all rights, including intellectual property rights, shall remain the exclusive property of the School Board, and Kuder, Inc. has a limited, nonexclusive Agreement solely for the purpose of performing its obligations as outlined under the Agreement. The Agreement does not give Kuder, Inc. any rights, implied or otherwise, to Data, content, or intellectual property, except as stated in the Agreement. This includes that right to sell or trade Data.
- i. **Access.** Any Data held by Kuder, Inc. will be made available to the School Board upon the request of the School Board.
- j. **Security Controls.** Kuder, Inc. represents and warrants that: (a) 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; (b) will store and process the Data in accordance with industry best practices including appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use; (c) will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner; and (d) will have a written incident response plan in the event of a security or privacy incident, as well as best practices for responding to a breach of Data and agrees to share its incident response plan upon request.

- k. **Security Breach.** In the event of a breach of security as defined in section 501.171, Florida Statutes, Kuder, Inc. shall notify School Board immediately, but no later than ten (10) calendar days following a determination of a breach of data security. Additionally, Kuder, Inc. shall fully cooperate, at its own expense, with School Board regarding School Board's statutory notification requirements.
- l. **No Dissemination of Confidential Information.** No data collected, maintained, or used during the performance of the Agreement shall be disseminated except as authorized by law and with the written consent of School Board, either during the period of the Agreement or thereafter.

- 6. **Modifications of Terms of Service.** Kuder, Inc. will not change how Data is collected, used, or shared under the Agreement in any way without advance notice and consent from School Board.
- 7. **Term.** The term of this Addendum will coincide with the term of the Agreement between the parties and may be renewed at the end of the term on the same or substantial similar terms by mutual written agreement of the parties.
- 8. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. The Parties agree that the Circuit Court for the Fifth Judicial Circuit, Citrus County, Florida (hereinafter the "Court"), shall have sole and exclusive jurisdiction to enforce the terms of this Agreement, and agree that they will present any disputes under this Agreement, including, without limitation, any claims for breach or enforcement of this Agreement, exclusively to the Court. Each of the Parties consents to the jurisdiction of the Court, acknowledges that the Court has jurisdiction over this Agreement, and that the Court shall retain jurisdiction for the purposes of implementing and enforcing the terms of this Agreement.
- 9. **Waiver of Jury Trial.** Each party hereby irrevocably waives its rights to trial by jury in any Action or proceeding arising out of this Addendum or agreement or the transactions relating to its subject matter.

10. **Arbitration.** Any references in the Agreement to arbitration are hereby deleted.
11. **Attorney Fees.** Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this agreement. Any other provision regarding attorney fees in the agreement is invalid and considered null and void.
12. **Limitation of Liability.** School Board, as a political subdivision of the State of Florida, cannot agree to assume the potential liability of Kuder, Inc.. Accordingly, any provision in the agreement limiting Kuder, Inc.'s liability for direct damages is hereby deleted.
13. **Termination.** The School Board reserves the right to terminate this contract at any time and for any reason upon giving thirty (30) days' notice to the other party. If said contract should be terminated for convenience as provided herein, the School Board will be relieved of all obligations under said contract. The School Board will be required to pay that amount of the contract actually performed to the date of termination.
14. **Termination Charges.** Any provision requiring School Board to pay a fixed amount or liquidated damages upon termination of the Agreement is hereby deleted. School Board may only agree to reimburse Contractor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by School Board prior to the end of any current agreement term.
15. **Statute of Limitation.** Any clauses in the Agreement limiting the time in which School Board may bring suit against Contractor, lessor, individual, or any other party are deleted.
16. **Similar Services.** Any provisions in the Agreement limiting School Board's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
17. **Acceleration.** Any reference in the Agreement to acceleration of payments in the event of default or non-funding is hereby deleted.
18. **Confidentiality of Student Records.** Kuder, Inc. and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of the Family Education Rights and Privacy Act, §1002.22 and §1002.221, Fla. Stat. or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Kuder, Inc. for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold School Board and its officers and employees harmless for any violation of this covenant, including but not limited to defending School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon School Board, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed

upon School Board arising out of the breach of this covenant by the Kuder, Inc., or an officer, employee, agent, representative, contractor, or sub-contractor of the Kuder, Inc. to the extent and only to the extent that the Kuder, Inc. or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant or the Family Education Rights and Privacy Act, § 1002.22 and §1002.221, Fla. Stats. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Kuder, Inc. until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

19. **Indemnification for Copyright Infringement.** Kuder, Inc. shall defend, indemnify and hold School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Kuder, Inc. of any third-party patent, copyright or trademark or (ii) misappropriation by Kuder, Inc. of any third-party trade secret in connection with any of the foregoing.

20. **Intellectual Property Rights (Technology).** Kuder, Inc. will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Agreement, including its use by the School Board. If Kuder, Inc. uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyrights or other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

21. **Indemnification.** Kuder, Inc. shall indemnify, defend, and hold harmless School Board, its board members, employees, and representatives from and against all claims, suits, actions, damages, losses, expenses, and/or a cause of action, including but not limited to, economic loss, reasonable attorneys' fees, and expenses, arising out of or in connection with the Agreement, provided that any such claims, suits, actions, damages, losses, expenses, and/or a cause of action, (a) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death; or damage to tangible property of a third party including the loss of use, (b) loss of Kuder, Inc.'s tools and equipment used in connection with this Agreement, and (c) is caused or incurred in whole or in part by Kuder, Inc. or any of its subcontractors, agents, or anyone directly or indirectly employed by Kuder, Inc., subcontractor, agents, regardless if caused in part by School Board. This indemnification shall not apply to any claims, suits, actions, damages, losses, expenses, and/or a cause of action, arising from School Board's sole gross negligence or intentional misconduct.

22. **Amendments.** All amendments, modifications, alterations, or changes to the Agreement or this Addendum shall be in writing and signed by both Parties. No future amendment, modification, alteration, or change may be made to the Agreement or this Addendum without the express written consent of the Parties.
23. **Confidentiality.** Any provision regarding confidentiality of the terms and conditions of the Agreement is hereby deleted. School Board contracts are public records under the Florida Public Records Laws and subject to disclosure upon request unless otherwise made confidential or exempt per Florida Statute.
24. **Renewal.** Any reference to automatic renewals is hereby deleted. The Agreement may be renewed only upon mutual written agreement of the parties.
25. **Assignment.** Notwithstanding any clause to the contrary in the Agreement, the Agreement may not be assigned by Kuder, Inc. except with the prior written consent of the School Board, which consent may be withheld in its sole discretion.
26. **Release of Liability by School Board.** Any provision in Kuder, Inc.'s Agreement by which the School Board is specifically releasing Kuder, Inc. from liability are hereby deleted in their entirety.
27. **Payment.** In accordance with the Local Government Prompt Payment Act, found in Section 218.70, F.S., payment by School Board shall be made within forty-five (45) days of receipt of an invoice.
28. **Indemnification by Kuder, Inc.** Subject to the terms set forth in the Agreement, Kuder, Inc. for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall indemnify and hold School Board and its officers and employees harmless for any from any claim, loss, damage or liability regarding bodily injury or physical damage to property caused by negligence, misfeasance or malfeasance by Kuder, Inc., its employees, appointees or agents, in the performance of the duties imposed upon Kuder, Inc. by the Agreement or this Addendum and any covenant or provision hereof, including but not limited to defending School Board and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon School Board, or payment of any and all cost(s), damage(s), judgment(s), or loss(es) incurred by or imposed upon School Board related to bodily injury or physical damage to property.
29. **Sovereign Immunity.** Notwithstanding any provision, term or condition of the Agreement or this Addendum, 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 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.

30. **Trademark / Confidential Information - Public Record Notice.** The Parties recognize and agree that School Board is subject to the provisions of the Florida Public Records Law, as codified in chapter 119, Florida Statutes. Therefore, any claim by Kuder, Inc. that its records or work is confidential or a trade secret must be made in compliance with s. 812.081 and s. 815.045, Florida Statutes. If the School Board receives a public records request for materials Kuder, Inc. has previously and specifically indicated in writing to School Board is a trade secret, then School Board agrees to use reasonable efforts to timely notify Kuder, Inc. such public records request, at which time Kuder, Inc. may independently pursue a court order protecting the disclosure of such information. Excepting information designated by Kuder, Inc. as a trade secret under Florida law, the foregoing shall not be deemed School Board's guaranty of the non-disclosure of any and all information provided by Kuder, Inc. to School Board pursuant to School Board's legal obligation to comply with a Public Records request. Should a request be made for disclosure of confidential records of Kuder, Inc., School Board shall provide notice to Kuder, Inc. who may then, at its discretion, respond to the request. Kuder, Inc. shall notify the School Board, in writing, of its intent to seek protection of the Confidential Information within 10 days of receipt of the School Board's notification. Kuder, Inc. failure to notify the School Board of its intent to seek protection shall authorize the disclosure of the requested information and shall authorize the School Board to comply with the disclosure request. If Kuder, Inc. notifies School Board of its intent to seek a court order protecting the disclosure of the information, then School Board will take reasonable steps to cooperate with Kuder, Inc. in contesting such request, requirement or order or in otherwise protecting Kuder, Inc. rights prior to disclosure. Should Kuder, Inc. not disclose the records/documents, Kuder, Inc. shall defend and indemnify School Board for any fees and costs which are incurred or taxed against School Board as a result of the non-disclosure.

31. **Tax Exemption.** School Board is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certificate of Exemption #85-8012621776C-7). A copy of the Certificate of Exemption will be sent to Kuder, Inc. upon request. School Board's Federal Employer Identification Number is 59-6000546. Kuder, Inc. doing business with School Board will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the School Board, nor will Kuder, Inc. be authorized to use School Board's Tax Exemption Number for securing materials.

32. **E-Verify.** Kuder, Inc. agrees that it is a Contractor pursuant to Fla. Stat. § 448.095 and shall comply with the following:

A. Pursuant to Fla. Stat. § 448.095, effective January 1, 2021, all Contractors shall use the U.S. Department of Homeland Security's E-Verify system <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

B. Subcontractors

(i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire.

(ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

(iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

(iv) Contractor must provide evidence of compliance with Florida Statute § 448.095 beginning January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

C. Failure to comply with this provision is a material breach of the Agreement and the School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, including but not limited to, higher costs for the same services and rebidding costs (if necessary).

D. For purposes of this provision, "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration during the term of this Agreement.

33. PUBLIC RECORDS NOTICE (MUST BE IN 14 POINT BOLD TYPE)

IF KUDER, INC. HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO KUDER, INC.'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: BLAIRL@CITRUS.K12.FL.US AND PUBRICRECORD@CITRUSSCHOOLS.ORG; TELEPHONE NUMBER: 352-726-1931 ext. 2211, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Kuder, Inc. is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this contract and will specifically:

- a. Keep and maintain public records required by School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide School Board 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 the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Kuder, Inc. does not transfer the records to the School Board.
- d. Upon completion of the contract, transfer, at no cost and at the request of School Board, to School Board all public records in possession of Kuder, Inc. or keep and maintain public records required by School Board to perform the service. If Kuder, Inc. transfers all public records to School Board upon completion of the contract, Kuder, Inc. shall destroy any duplicate public records, within a commercially reasonable period of time, that are exempt or confidential and exempt from public records disclosure requirements. If Kuder, Inc. keeps and maintains public records upon completion of the contract, Kuder, Inc. shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to School Board, upon request of School Board's custodian of public records, in a format that is compatible with the information technology systems of School Board.
- e. The failure of the Kuder, Inc. 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 School Board.

34. Conflict Between Addendum and Agreement. Any conflict between the terms of this Addendum and the parties original Agreement are to be resolved in favor of this Addendum.

35. **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.

School Board:

[Redacted Signature]

Douglas A. Dodd, Chairperson

Date: _____

Kuder, Inc.:

[Redacted Signature]

By: David E. Rawson
Print Name

Title: Chief Financial Officer

Date: 12/5/2022

EXHIBIT "A"

Citrus County School District

SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify: 1. Kuder Interests Assessment 2. Kuder Skills Confidence Assessment 3. Supers' Work Values Assessment	X
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X

	Language information (native, or primary language spoken by student)	
Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify:	
Enrollment	Student school enrollment	X
	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	X
	Phone	X
Parent/Guardian ID	Parent ID number (created to link parents to students)	X
Parent/Guardian Name	First and/or Last	X
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	

	Low income status	
	Medical alerts/ health data	
Category of Data	Elements	Check if Used by Your System
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	X
	Phone	X
Student Identifiers	Local (School district) ID number	X
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program- student types 60 wpm, reading program-student reads below grade level)	
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	

Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	X
Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other transportation data – Please specify:	
Other	<p>Please list each additional data element used, stored, or collected by your application:</p> <ol style="list-style-type: none"> 1. Desired path after high school (college, military, etc.) 2. Favorite occupations, majors, schools, scholarships, clusters, pathways, Holland work environments. 3. Goals 	X

	<ul style="list-style-type: none"> 4. Education Plan 5. Resumes 	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	