

EVERFI, Inc. and Vallejo City
Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING (the “*Agreement*”) is made and entered into as of the 18th day of **October, 2023** (the “*Effective Date*”), by and between **EVERFI, Inc.** (“EVERFI”) and the **The School District of Fort Atkinson**, on behalf of itself and each of its participating schools (collectively, “District”). For purposes of this Agreement, EVERFI and the District shall be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, EVERFI is a leading education technology company with the mission to help Districts teach critical topics such as financial capability, character education, career choice and digital literacy; and

WHEREAS, the District wants to empower students to succeed in school, college, careers and life and believes that EVERFI’s digital curriculum will help teachers provide engaging, high quality, and consistent instruction to do so; and

WHEREAS, EVERFI and the District desire to create an agreement to bring the EVERFI curriculum to schools within the District.

NOW, THEREFORE, for good consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

Responsibilities of EVERFI:

EVERFI shall:

- Provide EverFi’s sponsored digital curriculum to schools within the District at no cost. This curriculum will be available the entire school year and in the summer, and the specific resources and objectives can be found at www.EVERFI.com/k12.
- Provide free educator training. EVERFI can deliver educator training sessions on an individual teacher/ school basis or large group basis. Large group training sessions are preferred.
- Provide real-time data for teachers on student progress via a digital teacher dashboard.
- Provide timely support to teachers regarding implementation or technical questions related to its digital curriculum.
- Provide an annual Impact Report to the District highlighting the impact of the curriculum.
- Provide opportunities for schools, as available, to interact with program sponsors, including special events, classroom visits, and other opportunities.
- Include District teachers and administrators in webinars and other events hosted by EVERFI about life skills for students.
- Provide the District with marketing materials to promote the program and its impact, including press releases, social media guides, and more.

- Meet high standards for student data privacy – EVERFI’s K12 Data Privacy Policy is outlined in Exhibit A.
- Provide the District with an EVERFI point of contact for the program and for any contract related questions.
- Provide access to EVERFI’s curriculum through the District’s SSO provider.

Responsibilities of the District:

The District shall:

- Identify an overall point person for EVERFI to coordinate an annual meeting and other partnership details.
- Identify additional points of contact, for each subject area, who can help determine the appropriate placement for EVERFI sponsored learning courses. The placement of the courses will aim to reach the most students and achieve the best student outcomes.
- Invite EVERFI staff to present at relevant teacher professional development throughout the school year or help set up other means of training teachers.
- Meet with EVERFI staff annually over the summer to review the results of the annual Impact Report and to discuss the partnership for the following school year.
- Complete an annual survey providing feedback to EVERFI staff about the partnership.
- As District deems appropriate, share elements of the partnership via social media and other outlets or provide a thank you or recognition to the sponsors funding EVERFI’s programs.
- Ensure that the content of the EVERFI curriculum is compliant with all applicable laws and regulations.
- Understand and agree that any student personally identifiable information (PII) that the District shares with EVERFI is “directory information,” as that term is defined under the Family Education Rights and Privacy Act (FERPA) and other applicable laws relating to education records and as described in Exhibit A.
- Ensure that EVERFI has teacher and student SIS information for all relevant grades and subject areas prior to the beginning of each school year. This information will be used by EVERFI to provide teachers and students access to the EVERFI curriculum through the district's single-sign-on. See exhibit B for EVERFI’s full K12 data sharing agreement.

Term:

This Agreement is for the entire school year and will renew automatically each year on July 1st for the upcoming and academic year unless EVERFI or the District give notice of termination on or before June 1st. Both EVERFI and the District also reserve the right to terminate this Agreement upon thirty (30) days prior written notice if the other Party fails to perform the terms and conditions in this Agreement and has not cured any such failure within to 30 day notice period.

Mutual Protections:

This Agreement shall be interpreted and governed by the laws of the state of Wisconsin, excluding any laws that direct the application of another jurisdiction's law.

Except as required by law, neither Party shall be liable to the other for i) consequential, special, punitive, incidental, or indirect damages whether arising in contract, in tort or otherwise in connection with performance or failure to perform the Agreement or ii) direct damages in excess of one hundred thousand dollars (\$100,000).

In the event that any provision or provisions of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

Any modification or assignment of the Agreement will be effective only if in writing and signed by both parties. A waiver of any term or condition of this Agreement must be in writing executed by both parties.

Any notices to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested.

This Agreement may be executed in any number of counterparts.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

EVERFI, INC.

Signed: 

Print: Dale Strange _____

Title: President & Chief Operating Officer, Corporate Impact

Date: 10/19/2023

DISTRICT School District of Fort Atkinson

Signed: 

Print: DJ Scullin

Title: Director of Technology

Date: 10/18/2023

EXHIBIT A

EVERFI K12 Data Privacy Policy

Overview

As a provider of online content, EVERFI takes student privacy very seriously and complies with two specific pieces of legislation protecting student privacy:

- **Family Education Rights and Privacy Act (FERPA):** Mandated by the Department of Education to protect the privacy of education records while still allowing for effective use of data.
- **Children’s Online Privacy Protection Act (COPPA):** Mandated by the FTC to protect children under 13 from unfair or deceptive uses of personal information.

Both of these laws address third party handling of Personally Identifiable Information (PII) and Education Records. EVERFI collects and stores a narrow set of PII (set forth below), which constitutes “Directory Information” under FERPA and other applicable laws pertaining to education records because such PII is not generally considered to be harmful or an invasion of privacy if disclosed. Under applicable laws, directory information can be shared with EVERFI without first obtaining permission from the parent or eligible student, unless the parent or eligible student has opted out.

As a practice, EVERFI only uses PII for core business practices such as troubleshooting technical issues and presenting teachers with reports for individual students (such as rosters and scores). All student data, when analyzed internally or shared externally, is aggregated and/or de-identified, meaning it cannot be traced back to individual students through the use of ordinary technological measures.

PII Related Data Being Stored (K-12)

- Date of Birth is requested (to support COPPA compliance) but is only stored as an over/under 13 flag.
- If a student is flagged as over 13, email is optional and first name and last name are required.
- If a student is flagged as under 13, email is not collected and first name and first initial of last name (1 character only) is required for the sole purpose of helping teachers identify students.

PII Related Data Being Stored (K-12)

- Date of Birth is shared via SSO integration (to support COPPA compliance) but is only stored as an over/under 13 flag within EVERFI’s system.
- If a student is flagged as over 13, email is stored if included in data share, and first name and last name are required.
- If a student is flagged as under 13, email is not collected and first name and first initial of last name (1 character only) is required for the sole purpose of helping teachers identify students.

General Privacy Policy and Data Security

EVERFI DOES NOT:

- Use student data to create student profiles or perform any other type of data mining that might result in damaging or discriminatory representations of student ability
- Use or sell student data for commercial purposes, such as creating targeted ads
- Use or sell student data for marketing research purposes
- Share email addresses or individual student data with third parties, except with parental permission
- Store PII data on removable drives or email PII data directly to anyone

EVERFI DOES:

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- Analyze and report on student data in de-identifiable and/or aggregate form, either to improve our learning products or communicate the impact of a program to third parties. Student personally identifiable information is retained only for educational purposes.
- Use cloud-based hosting and system admin services in Amazon Web Services to host and keep all data secure
- Encrypt all data at rest, encrypt all hard-drives, and use TLS encryption for data transfer
- Use role-based access control for staff, limited to users who require such access to perform their job responsibilities
- Incorporate appropriate password policies based on specific roles and markets
- Run vulnerability and penetration security testing
- Have formal policies and programs in place regarding:
 - System Change Management
 - Staff Security Training and Review
 - System Log Monitoring, Review, and Audit
 - User Access Monitoring, Review, and Audit
 - Service Interruption Contingency and Support Escalation

Exhibit B
EVERFI K12 Data Sharing Agreement

Description of Data to be provided - upon written consent to the following conditions and restrictions, the District will provide the following digital data, as requested, to EVERFI through Clever:

1st-12th Grade Teachers: First Name, Last Name, Email, Subject, School, Section, Grade, Clever ID, Sections
1st – 12th Grade Students: First Name, Last Name or Last Initial, Email (optional), School, Birth date, Clever ID

Terms of Agreement

Data provided by the District is subject to the following conditions and restrictions:

A. Subject Data Layers Conditions and Restrictions:

1. Digital layers provided by the District are solely for the original recipient's internal use in the conduct of its educational affairs.
2. No digital layers may be reproduced or redistributed without the District's prior written permission.
3. Access to the digital data provided by the District shall be exclusively for the contractor/ volunteer and employees only. The term 'employee' shall mean any person directly employed on a full-time or part-time basis by the District. The term 'employee' shall also be construed to mean any contractor, consultant or any similar person or entity hired by the District for a limited purpose.
4. The District shall require any third party contractor hired to perform work that utilizes digital data to agree not to use, reproduce, or redistribute the District data for any purpose other than indicated by prior agreement. All copies of District data used by a third party contractor must be returned to District upon contract work completion. The provisions of this paragraph apply in equal force to any independent contractor the District employee or approved volunteer shall provide any third party contractor with a copy of this signed agreement and the District representative shall approve data exchange.

B. Liabilities and Limitations for the Accuracy of Digital Data Provided:

1. Although the District has verified the digital data to the best of its ability, the District makes no representations of any kind as to its complete accuracy; nor does it guarantee the complete accuracy of any digital data furnished. The District additionally makes no warranties of merchantability or fitness for a particular use, nor are such warranties to be implied, with respect to the digital data provided under this Agreement.
2. EVERFI is responsible for understanding the accuracy limitations of all digital data provided. In particular, alterations and/or manipulation of the original data may adversely affect their accuracy, meaning, and design integrity.

C. Production of Printed Map/ Report/ Publication Products Using Digital Data Provided:

1. EVERFI may not reproduce digital data layers in the form of a printed product provided while assuming duties as stated.

D. Sharing of the District Data with Other Persons or Entities:

1. If at any time during the course of this Agreement, EVERFI determines that it is necessary to share portions of the District data with a person or entity not employed by the District as a

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consultant, contractor, or any similar person or entity for a limited public purpose, EVERFI shall first request permission from the District before sharing any portion of the District data, unless otherwise committed by this Agreement or as required by law. Any such request shall be in writing to the District and shall specify the persons or entities EVERFI wishes to share the District data with and the reasons why such sharing of information is necessary. Permission for EVERFI to share the District data provided by the District with other parties shall not be unreasonably withheld if such sharing of information is necessary to further legitimate legal purposes. Commercial or revenue-generating uses of the District data shall not be considered a legitimate purpose. The District hereby approves EVERFI's third party hosting provider, currently Amazon Web Services (AWS).

It is fully understood that pursuant to this agreement the undersigned is permitted to utilize digital information provided by the District, solely in the conduct of its own educational business affairs. Any other use unless with prior written permission from the District shall be deemed unauthorized.