

Superintendent's Office

"Every student achieving, everyone accountable."



"CONTRACTS"

This form is to be used for contracts, MOU's, and grants above \$75,000. Contracts below \$75,000 may be signed by the Purchasing or Accounting Manager. An original of the document to be approved must be attached to this form. If the contract requires Board approval, a copy of the approved Board Action Report must be included.

TO: Superintendent (for approvals over \$100,000)
Assistant Superintendent for Business and Finance (for approvals up to \$100,000)
FROM: Joseph Valenti DATE: 10/25/2016 PHONE: x20120
Initiator
SUBJECT: Request for Approval for: Data Sharing Agreement, Amplify Education, Inc.

The subject and attached material have been reviewed with the appropriate staff members as indicated by the signatures below. All policies and legal requirements have been followed. If the material meets your approval, please sign and return to my office. The page(s) requiring your signature have been tagged.

Attachment(s) Amplify Non-Disclosure Agreement, Amplify PO and Invoice for Middle School Licenses

Related policy or RCW(s)

Initiator/Staff member Joe Valenti Signature 206-252-0120 Phone 10/25/16 Date

ROUTE APPROVAL:

(1) Manager/Principal mmWelch 10/26/16 Date (2) Director [Signature] 10/26/16 Date

(3) Facilities Finance (Capital only) Date (4) Procurement Date

(5) Legal [Signature] 10/26/16 Date (6) GC/Asst. Supt. Op. or TL (as appropriate) Date

(7) Accounting (for encumbrance) Amy [Signature] 10/27/16 Date (8) Technology Services [Signature] 10/25/16 Date

APPROVAL (PRELIMINARY APPROVAL FOR CONTRACTS OVER \$250,000):

\$75,000 to \$100,000 Asst. Supt. for Bus. and Finance or Exec. Dir. Finance Date

\$100,000 to \$250,000 Assistant Supt. for Business and Finance Date

Superintendent Date

FINAL APPROVAL FOR CONTRACTS OVER \$250,000 (Initiator is responsible for providing a copy of the approved Board Action Report to Accounting.)

Board Action approval date:

Signers should return this form and attachments to Accounting. Accounting is responsible for routing.



## NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“**Agreement**”) is entered into as of October 24, 2016, by and between Seattle School District No. 1, a Washington municipal corporation (“**SPS**”) and Amplify Education, Inc. having its principal place of business at 55 Washington Street, Suite 800, Brooklyn, NY 11201 (“**Receiving Party**”).

### RECITALS

SPS possesses certain information that it considers confidential relating to its business and/or students.

SPS desires to disclose to the Receiving Party certain confidential student information for the purpose of utilizing the Amplify Science curriculum at Mercer Middle School (the “**Project**”), including providing school name, student names and logins, teacher names and logins, and course section information.

SPS has acknowledged the need, and the Receiving Party has agreed, to protect the confidentiality of such information and the parties are entering into this Agreement in order to memorialize such understanding and agreement.

### AGREEMENT

THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. **Definition of Confidential Information.** For purposes of this Agreement, the term “**Confidential Information**” means information or data in any form or medium, tangible or intangible, used in or relating to the students of SPS which is actually disclosed by or on behalf of SPS to the Receiving Party, whether before or after the date of this Agreement, whether orally or in writing, and whether human or machine readable, including, without limitation:

(a) Information the disclosure of which is prohibited by the Family Educational Rights and Privacy Act, 20 USC 1232(g) (“**FERPA**”), including, without limitation, personally identifiable information in education records of students;

(b) information generated or derived by the Receiving Party or its officers, directors, partners, employees, affiliates, agents and representatives (collectively, its “**Representatives**”) that contains personally identifiable information, as defined under FERPA; and

(c) any other information obtained from SPS which is not known to the public.

2. **Disclosure.** In connection with the Project, SPS may disclose certain Confidential Information to Receiving Party.

3. **Obligation of Confidentiality and Nondisclosure.**

(a) The Receiving Party agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of completing the Project.

(b) The Receiving Party shall take all such action as may be necessary to comply with FERPA, as well as with any other applicable statutory provisions.

(c) Except as essential to Receiving Party's obligations to SPS, Receiving Party shall not copy any of the Confidential Information, nor shall Receiving Party remove any Confidential Information or proprietary property or documents from SPS premises without written authorization of SPS.

(d) The Receiving Party shall not use (except in furtherance of the Project), sell, market, or disclose any Confidential Information to any third person, firm, corporation, or association for any purpose. The Receiving Party further acknowledges and agrees that it will not use any personally identifiable student information obtained from the SPS for any purpose other than furtherance of the Project.

(e) The Receiving Party shall permit access to Confidential Information only to its and its affiliates' directors, employees/contractors and advisors with a need to know in connection with the Project and who are advised of and agree to comply with the obligations no less strict than those in this Agreement.

(f) The Receiving Party acknowledges its understanding that any unauthorized disclosure of Confidential Information may violate FERPA, and may result in penalties and other damages. The Receiving Party agrees to be responsible for any breach of this Agreement by any third party to whom the Receiving Party has provided Confidential Information, or any portion thereof.

4. Return or Destruction of Confidential Information. No later than six (6) months or reasonable time period mutually agreed by the parties after completion of the Project with the Receiving Party, the Receiving Party shall either return or permanently delete and destroy all Confidential Information or materials containing Confidential Information that is stored electronically on equipment owned by the Receiving Party or under its control.

5. Survival. The parties' obligations with respect to Confidential Information shall continue following the termination or completion of the Project, and such obligations shall not terminate until (a) the time provided for herein, or (b) such unit shall cease to be confidential and shall be generally available through non-confidential sources.

6. All Confidential Information shall remain the exclusive property of SPS, and the Receiving Party shall have no right to use Confidential Information except as provided herein.

7. Miscellaneous.

a) Severability. If any provision of the Agreement or its application is held to be invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of any of the other provisions and applications therein shall not in any way be affected or impaired.

b) Assignment. Neither party will assign or transfer any rights or obligations under this Agreement, including by operation of law, without the prior written consent of the other party.

c) Controlling Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Washington.

- d) Complete Agreement. The Agreement is the complete and exclusive agreement regarding the disclosure of Confidential Information between the parties, and replaces any prior oral or written communications between the parties regarding Confidential Information. This Agreement may be signed in multiple copies, each of which shall constitute the same instrument.

IN WITNESS WHEREOF, this Agreement is executed to be effective as of the date set forth above.

SPS:

Amy Fleming

By: Amy Fleming

Title: Director Accounting

Date: 10/27/16

RECEIVING PARTY:

Steven Zavari

By: Steven Zavari

Title: Vice President, Science

Date: 10-25-2016

