

School District of Escambia County, FL Software and Services Agreement

The School District of Escambia County (the District, Party), located at 75 North Pace Boulevard, Pensacola, FL 32505, does hereby retain the services of:

Company: B.E. Publishing

Address: PO Box 8558, Warwic, RI 02888

Telephone Number: 888-781-6921

Website: www.bepublishing.com

Point of contact: Erin Mainville, erin@bepublishing.com

To furnish certain software and professional services upon the following terms and conditions:

Article 1 - Location and Description of Services

B.E. Publishing (the Contractor, Party) shall provide access to licensed software, technical support, and professional development services during the term of this Agreement at various locations within the District as specified in individual quotes issued by the Contractor to departments on an as-needed basis (the Quote) and accepted as evidenced by the execution and submission of a Purchase Order. No purchases are offered or guaranteed in conjunction with this Agreement. Individually either the District or the Contractor can be referenced in this document as "Party" and/or collectively as the "Parties".

Products: Subscription licensing to EduTyping for the purpose of providing a traditional keyboarding curriculum.

Services/Support: Online FAQ and submission of support tickets for questions.

Any other products or services offered by the Contractor via Quotes that are not listed above are expressly rejected for approval and implementation until such time that the new product has been reviewed, approved, and an Addendum issued to this Agreement. Any additional requests for services will be mutually negotiated and an Addendum issued to this Agreement.

Article 2 - Term of the Agreement

The initial term of this Agreement shall be from September 1, 2019 through June 30, 2020 with all Quotes prorated to June 30, 2020 (the "Initial Term"). Services provided in conjunction with Quotes issued during this term may be terminated at any time by the District upon thirty (30) days prior written notice to the Contractor. In event of cancellation, services performed prior to cancellation will be paid up to the date of cancellation. Should the District have paid in advance for a subscription, a refund will be issued, prorated for the amount of time remaining between cancellation and the end of the then-current Initial Term. Renewal of this Agreement may occur, at the sole discretion of the District, under the same terms and conditions in one (1) year increments beginning July 1st through June 30th for an additional four (4) years, subject to then-current Florida Statutes and United States law (the "Renewal").

Fees are due and payable to the Contractor as set forth in this Agreement except for instances of non-appropriation. Non-appropriation termination will occur when sufficient funds have not been appropriated by the State of Florida or the applicable federal government funding source for any year of the Term. Upon written notice from the District to the Contractor of such insufficient funds no later than thirty (30) days following the start of the fiscal year, identified as July 1st, Customer shall not be required to pay the fees for such year and this Agreement shall terminate at the end of the then-current term year.

Breach of contract will occur should the Contractor not perform in compliance with this Agreement, inclusive of responses provided in the Escambia County School District Digital Learning Ecosystem Survey (Attachment A). The District reserves the right to enact the following remedies, at its' sole discretion: provide written notice of the non-compliance and provide thirty (30) calendar days to correct, or, immediate termination of the Agreement with no early termination penalties with the option to obtain a refund for two (2) times the amount paid no later than thirty (30) calendar days following notice of termination.

Upon no less than thirty (30) calendar days' advance written notice to the Contractor, the District may request the completion and submission of a new Escambia County School District Digital Learning Ecosystem Survey.

Article 3 – Basis of Payment

The Contractor shall receive compensation for goods received and services rendered in an amount not to exceed the quoted cost, as amended, if applicable. The cost will be all inclusive, following completion of all services to be performed and product delivered.

Article 4 - Payment

To receive payment, the Contractor should submit a detailed invoice to the attention of the person requesting the products and/or services at the address of the location for licenses for goods received and services performed. (A detailed invoice should include at a minimum: date/time services were provided and a short description of services

performed.) Payment is due in full no more than thirty (30) days after the invoice date. All bills, invoices, statements or other claims for funds due under this Agreement will be submitted to the District no later than thirty (30) days after the expiration of this Agreement or they may be deemed waived.

Article 5 - Assignment

The Contractor shall not assign or transfer this Agreement or any interest or claim in this Agreement without prior written consent of the District.

Article 6 - Modifications / Amendment

Any amendment or modification of this Agreement shall not be effective unless in writing and upon the mutual consent of the Parties.

Article 7- Non-Liability / Indemnification

In no event shall the District be liable for any claims or liabilities arising from the services furnished by the Contractor under this Agreement.

The School Board of Escambia County, Florida agrees to indemnify the Contractor to the extent and only to the extent of the limits set forth in 768.28(5), Florida Statute and then only for the negligent or wrongful act or omission of any officer or employee acting within the scope of the officer's/employee's office or employment under circumstances in which the state or such agency or subdivision, if a private person, would be liable to the claimant. Further, except as specifically provided herein, the School Board does not waive any defense of sovereign immunity. It is further understood and agreed by the Parties to this Agreement that no officer or employee may be held personally liable except as provided by 768.28(9), Florida Statute.

Article 8 - The Contractor as an Independent Contractor

The Contractor will independently perform all services specified in this Agreement, except as provided herein. This provision does not apply to secretarial and clerical services needed by the Contractor to assist in the performance of this Agreement. The Contractor will not hire District employees to perform any portion of the work or services provided for herein, including clerical, secretarial, and similar incidental services.

- A. The Contractor shall have sole control over the manner and means of providing the services performed under this Agreement. The Contractor's relationship to the District under this Agreement shall be that of an Independent Contractor. The Contractor will not be considered an agent or employee of the District for any purpose.
- B. As an Independent Contractor, the Contractor is responsible for all taxes incident to payments for services herein, including without limitation, all state and federal income, payroll, other taxes, and Workers' Compensation.
- C. Contractor shall provide all materials necessary for fulfillment of this Agreement.

Article 9 - Compliance with Laws

The Contractor agrees to comply with all applicable laws, statutes, regulations, rulings, or enactments of any governmental authority. The Contractor shall obtain from third parties, including State and local governments, all licenses and permissions necessary for the performance of the work. These licenses and permissions will be provided to the District if requested.

Article 10 - Governing Laws

This Agreement is to be governed and construed in accordance with the laws of the State of Florida. The Parties agree that jurisdiction for the resolution of any legal issues arising out of this Agreement shall be solely with the Circuit Courts of Escambia County, Florida. The Parties hereby waive venue in any other forum.

Article 11 - Examination of Records

The Contractor agrees that the District, the Comptroller General of the United States of America and/or the Inspector General of the Federal Sponsoring Agency, and the Auditor General of the State of Florida or their duly authorized representatives shall have access to, and the right to examine, any directly pertinent books, papers, and records of the Contractor involving transactions related to this Agreement until the expiration of five (5) years after final payment under this Agreement or such longer period as required by law.

Article 12 - Covenant against Contingent Fees

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingency fee, excepting bona fide established commercial or selling agencies maintained by the Independent Contractor for the purposes of securing business. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

Article 13 - Conflict of Interest

The Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Independent Contractor's family, business, or financial interests and its services under this Agreement; and, in event of change in either its private interests or services under this Agreement, the Contractor will raise with the District any questions regarding possible conflict of interest which may arise as a result of such change.

Article 14 – Contractor Background Screening

If services are to be provided when District students are present, or the Contractor will have access to District funds, or the Contractor will be working directly with students, the following additional provision is herein incorporated and made a part of this Agreement by this reference:

Contractor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes; by certifying that the Contractor and all of its employees who provide services under this Agreement have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the District in advance of the Contractor providing any services on campus while students are present. The Contractor will 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 employees. The Contractor will follow the procedures for obtaining employee background screening as outlined on the District Website: <http://ecsd-fl.schoolloop.com>. The parties agree that in the event that Contractor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the District to terminate immediately with no further responsibility to make payment or perform any other duties under this Agreement. Contractor agrees to indemnify and hold harmless the District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Contractor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.

Article 15 - Escambia School District Public Records

CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S., CONTRACTOR agrees to comply with all public records laws, specifically to:

- A. Keep and maintain public records required by the School Board to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies and GS7 for Public Schools. (See <http://dos.myflorida.com/library-archives/records-management/general-records-schedules>)
 - 2. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the School Board. Contractor's records under this Agreement include but are not limited to supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
- B. Upon request from the School Board's custodian of public records, provide the 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 for by law. If a Contractor does not comply with the School

Board's request for records, School Board shall enforce the provisions in accordance with the Agreement.

- 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to School Board.
- D. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records kept electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the SCHOOL BOARD.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE SCHOOL BOARD OF ESCAMBIA COUNTY, CUSTODIAN OF PUBLIC RECORDS AT (850)469-6131, NROSS@ESCAMBIA.K12.FL.US, OR 75 NORTH PACE BLVD., PENSACOLA, FL 32505.

A Contractor who fails to provide the public records to the School Board within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Article 16 – Prohibition Against Contracting with Scrutinized Companies

In accordance with Chapters 215 and 287, Florida Statutes, the School Board is prohibited from, or limited in its ability to, contract with companies on the Scrutinized Companies lists created pursuant to Ch. 215, Florida Statutes. This includes companies with activities in Sudan, with activities in the Iran Petroleum Sector, and/or companies which boycott Israel. "Companies" is defined to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations that exists for the purpose of making profit." By entering into this Agreement, the Contractor certifies that it and all related entities of respondent as defined above are not on such Scrutinized Companies lists. Contractor is specifically required to complete the attached State of Florida Vendor Certification Regarding Scrutinized Companies Lists form (Attachment E) included herein. Should the terms of this Agreement allow for renewals, the Contractor shall be required to recertify thirty

(30) days prior to each renewal of the Agreement that it and its related entities are not on statutory Scrutinized Companies lists. The School Board may terminate this Agreement if the Contractor or a related entity as defined above is found to have submitted a false certification or been placed on a statutory Scrutinized Companies list.

Article 17 – General Conditions

- A. **ORDER OF PRECEDENCE:** In the event of a conflict between this Agreement and any attached supplemental Contractor documents, this Agreement shall take precedence, supersede, and replace the opposing language:
- 1st: Professional Services Agreement with Required Enclosures/Attachments
 - 2nd: Contractor Terms of Service (Exhibit A)
 - 3rd: Contractor Privacy Policy (Exhibit B)
- B. **REQUIRED ENCLOSURES/ATTACHMENTS:** The following documents are attached, agreed to, and incorporated by specific reference. Sign or initial, as applicable, each document and return with the Agreement. Failure to do so may result in the rejection of the Agreement and the proposed services.
- Escambia County School District Digital Learning Ecosystem Survey (Attachment A)
 - Student Data Privacy Special Terms and Conditions Addendum (Attachment B)
 - Escambia School District Risk Management Addendum (Attachment C)
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (Attachment D)
 - State of Florida Vendor Certification Regarding Scrutinized Companies Lists (Attachment E)
- C. **SEVERABILITY:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- D. **PUBLICITY:** If either Party wishes to issue a press release or engage in marketing activities in connection with this Agreement, such releases will be subject to prior review and written approval of the other Party, which shall not be unreasonably withheld or delayed.
- E. **FORCE MAJEURE:** Neither Party shall be liable for delay or failure to perform any of its obligations hereunder, except for the payment of any fees or expenses due hereunder, to the extent that such delay or failure arises from any cause beyond that Party's reasonable control.
- F. **NOTICES:** Any notice or communication in writing shall be deemed delivered upon either: (1) the date of delivery, if done in person; or (2) the date of delivery

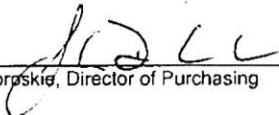
as indicated on registered or certified mail with return receipt requested with verifiable tracking.

- G. CONSTRUCTION: If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

Approval

This Agreement constitutes the full agreement of the Parties. This Agreement shall not be binding until signed by all Parties, as appropriate.

The School District of Escambia County, FL: B.E. Publishing:



John Dombroskie, Director of Purchasing



Erin Mainville, Accountant

8-29-19
Date

9/3/19
Date

Contractor shall not commence work until this Agreement is signed by both parties.

Attachment A



Escambia County School District Digital Learning Ecosystem Survey

Software Website: edutyping.com

School Point of Contact: Lori Anderson

Vendor Point of Contact (name/phone/email): Joshua Buce/210.361.5160/joshua@teaching.com

Date Submitted: 03/28/2018

I certify that I am authorized to complete and sign this document and further certify that this document has not been altered in any way.

Joshua Buce	
Signature, Title	Date

The District has introduced a new digital learning ecosystem—the CORE. Incorporating all new digital learning materials into our ecosystem, the CORE, will ensure

- anywhere, anytime accessibility for learning using a content library that accommodates various learning styles and preferences,
- the ability for students to construct content, to make learning visible, and to communicate mastery of standards via a variety of tools, and
- availability of tools to develop a college and career ready portfolio that progresses from year to year.

Existing components of the CORE include Discovery Education, Focus, Google G Suite, Houghton Mifflin Harcourt, itslearning, McGraw-Hill, Microsoft Office 365, Pearson, Renaissance Learning, and Schoolnet. All new instructional materials and software must function within the CORE.

Sections I - VII to be completed by the provider of the system

I. Requirements for Single Sign-on and Rostering

#	Requirement	Yes/No	Comments/Scoring
1	Do any of the digital instructional materials or software require students or teachers to have individual accounts requiring sign in to the system? If "No", go to Section II.	Yes	
2	Our district requires single sign-on for all users. Do you have any methods for single sign-on?	Clever	Required Response: Clever, Google, LDAP, LTI, or SAML 2.0
3	Does your system require roster data?	No	Preferred Response: No

Attachment A



Escambia County School District

Digital Learning Ecosystem Survey

	If "No", go to Section II.		
4	Are students able to join a teacher's roster by entering a code supplied by the teacher? If "Yes", go to Section II.		Preferred Response: No
5	Do you support the daily updating of rosters via automated, secure submission of our full data set (including students and all staff-both teachers and administrators) in the most current version of OneRoster or through Clever? Include specifics such as the version of OneRoster and method (API or CSV).		Required Response: Yes
5a	Include specifics such as the version of OneRoster and method (API or CSV).		
5b	If you support OneRoster, would the District lose any functionality by using this method?		Required Response: No
5c	If you support OneRoster, are application rights fully managed through the rostering or single sign-on process?		Required Response: Yes
6	Is your solution certified by IMS Global in OneRoster?		Preferred Response: Yes

II. Requirements for Curriculum Alignment

#	Requirement	Yes/No	Comments
7	Does your system contain digital learning content or assessments? If "No", go to Section VI.	Yes	
8	Are all your digital learning objects and assessments aligned to the most discrete level of the Florida Standards?	Yes	Preferred Response: Yes
9	Provide contact information for follow up questions related to curriculum alignment.		

Attachment A



Escambia County School District Digital Learning Ecosystem Survey

Joshua Buce

III. Requirements for Digital Content within the CORE LMS

#	Requirement	Yes/No	Comments
10	Does your system use some type of adaptive/responsive processes that would require students to interact with your digital learning content within your management system instead of the District's CORE LMS? If "Yes", go to Section V.	No	Preferred Response: No
11	Does your system contain digital learning content? If "No", go to Section IV.	Yes	
12	Do you provide access using Common Cartridge (CC) or Thin Common Cartridge (TCC) to all of your digital learning content?	Yes	Preferred Response: Yes
13	What versions of CC or TCC would you provide to us?	<i>We can speak to this over the phone.</i>	Preferred Response: CC v1.2 or greater; or TCC v1.3 or greater
14	Is your solution certified by IMS Global in CC or TCC?	Yes	Preferred Response: Yes

IV. Requirements for Assessments and Assessment Items

#	Requirement	Yes/No	Comments
15	Does your system contain assessments or assessment items? If "No", go to Section VI.	Yes	
16	Do you provide all assessments and assessment items in the Question and Test Interoperability (QTI)	Yes	Preferred Response: Yes

Attachment A



Escambia County School District Digital Learning Ecosystem Survey

	format supported by Schoolnet (provided upon request)?		
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V. Requirements for Digital Content outside the CORE LMS

Skip to Section VI unless you answered "Yes" to #10

#	Requirement	Yes/No	Comments
17	Do you accept the daily updating of standards-based learning data via automated, secure submission of our full data set (including students, standards-mastery, etc.) to inform the function of your software?		Preferred Response: Yes
18	Do you provide daily extracts of standards-based outcomes via automated, secure submission (including students, standards-mastery, etc.) to the District for use in other systems?		Preferred Response: Yes
19	Is your solution certified by IMS Global in Competencies & Academic Standards Exchange (CASE)?		Preferred Response: Yes

VI. Requirements for Accessing

#	Requirement	Yes/No	Comments
20	Is your content fully accessible on Chrome, Mac, and Windows operating systems through a web browser (including mobile browsers), and available 24/7 outside of regularly-scheduled maintenance and/or update windows? If "No", please provide explanation in the comment box.	Yes	Preferred Response: Yes
21	Does your solution support popular web browsers (Edge, Firefox, Safari, Chrome) and HTML5?	Yes	Preferred Response: Yes
20	Does your solution operate within a web-browser requiring no additional software (including browser plugins) to be installed on the device.	Yes	Preferred Response: Yes

Attachment A



Escambia County School District Digital Learning Ecosystem Survey

	If "No", please provide explanation in the comment box.		
21	Does your solution require any firewall or filter configuration changes? If "Yes", please provide explanation in the comment box.	No	Preferred Response: No
22	Does your solution have an app (Chrome, Android, or iOS)? Respond with specifics such as whether the app allows offline access, requires different usernames and passwords, requires access to content on the device, etc. No		
22 a	Provide contact information for follow up questions related to technical requirements. Joshua Buce		

VII. Requirements for Student Data Privacy

#	Requirement	Yes/No	Comments
23	If your product is deemed "sole source", please supply a letter detailing this information. <i>Yes, I will email the document as attachment to software@ecsd.me.</i>		
24	Please submit your company's current Terms and Conditions, Privacy Policy, and similar documents that govern the purchase and use of your product. Note that unless the District is able to reach an acceptable agreement with you, your solution will NOT be used by the District. <i>Yes, I will email the documents as attachments to software@ecsd.me.</i>		
25	Does your solution store any type of student work, outcomes, results, etc., that are protected by FERPA? If "No", the provider response portion is complete.	No	Preferred Response: No

Attachment A



Escambia County School District Digital Learning Ecosystem Survey

26	<p>Do you agree to the District's standard student data privacy addendum? The agreement is available at http://www.escambiaschools.net/core.</p> <p>If "Yes", the provider response portion is complete.</p>		Preferred Response: Yes
27	<p>Do you have existing agreements in place with any members of the Student Data Privacy Consortium (https://secure2.cpsd.us/a4l/), and if so, would you agree to abide by one of those agreements with the District?</p> <p>If "Yes", the provider response portion is complete.</p>		Preferred Response: Yes

For District Use Only

IX. Recommendations

Notes:

IT	Meets requirements. We have the option to use it through the LMS or Clever Rostering and SSO. See ticket # 257507 for more information. However, the product is under review pending approval by Curriculum & Instruction and Purchasing.
C&I	
Purchasing	

Attachment B
Student Data Privacy Special Terms and Conditions Addendum

This Student Data Privacy Special Terms and Conditions Addendum ("Addendum") is between the District and Contractor, as previously identified in the attached Agreement. It is understood and agreed that the Contractor is performing institutional services and functions that will require student data to perform those services and functions ("Services"). This Addendum is issued to expand the definitions within and provide supplemental terms and conditions to the Agreement.

1. Definition, Use and Treatment of "Data"

In the course of performing Services, Contractor will obtain confidential student data. Student data includes all Personally Identifiable Information ("PII"), directory data, confidential student record information, and other non-public information. This data includes, but is not limited to student data, meta data (e.g. logs, cookies, web beacons, etc.), and user content ("Data Files"). Any data or metadata a 3rd party will collect (e.g. analytics, etc.) is a function of the use of the provider's service.

2. Data De-Identification

De-identified Confidential Data will have all direct and indirect personal identifiers removed, including any data that could be analyzed and linked to other data to identify the student or family member / guardian. This includes, at a minimum the following: student name, address, telephone numbers, email addresses, photograph, place and date of birth, attendance record, grade level, course enrollment information, physical descriptors and user ID number (or other unique personal identifier as necessary to participate in the services provided under this Agreement).

Furthermore, Contractor agrees not to attempt to re-identify de-identified Confidential Data and not to transfer de-identified Confidential Data to any party unless:

- (a) That party agrees in writing not to attempt re-identification, and
- (b) Contractor gives prior written notice to District and District provides prior written consent.

Contractor may use de-identified Confidential Data for internal product development and improvement, research, and with a written commitment of Contractor to compliance with current and future applicable laws.

3. No Marketing or Advertising

Contractor is prohibited from using Confidential Data to:

- (a) Market or advertise to students or families / guardians;
- (b) Inform, influence or enable marketing, advertising or other commercial efforts by a third party; or
- (c) Develop a profile of a student, family member / guardian or group, for any commercial purpose other than providing the Service to District.

4. Notification of Amendments to Policies

4.1. Contractor shall not change how Confidential Data is collected, used or shared under the terms of the Agreement, without advance written notice to the stated Agreement point(s) of contact for Notice and prior written consent from District.

4.2. Contractor shall provide prior written notice to District of any material changes to its terms of service, terms and conditions of use, license agreement and/or privacy policies that would alter the way student data, designated as confidential or not, is collected, stored, handled, disseminated or distributed, at least thirty (30) days prior to the implementation of any such change. District must approve changes in writing, which will not be unreasonably withheld.

4.3. It is understood and agreed that only the terms and conditions set forth in the Agreement, inclusive of this Addendum, as duly executed between the District and Contractor, will be binding, regardless of whether a student or other user "accepts" the terms and conditions presented upon logging in, an email notification is generated or a revision is posted to the Contractor's website.

5. Data Collection

Contractor will only collect, process and store the Confidential Data that is necessary and provided by the District in order to provide Service(s) to the District under this Agreement. Contractor will not attempt to or collect, process or store Confidential Data or other data related to students, families or guardians, which is or may be available from third parties. To do so will be viewed as a material breach of the Addendum and will be handled in accordance with the Agreement.

6. Data Analysis and Mining

Contractor is prohibited from analyzing or mining Confidential Data for any purpose other than delivering the Service to District under this Agreement, or improving the Service for District. Analysis and mining of Confidential Data to support marketing, advertising or other commercial ventures, whether by Contractor or a third party, are prohibited.

7. Data Sharing and Re-Disclosure

7.1 District understands that Contractor may rely on one (1) or more sub-contractors to provide the Service under this Agreement, which may have access to Confidential Data. Prior to Agreement execution, Contractor will provide the company and/or individual name, mailing address, phone number, email address and a brief explanation of what services will be provided by each sub-contractor. During the term of the Agreement, should the Contractor require additional sub-contractors who may have access to Confidential data, the Contractor will provide prior written notice to the address listed in the Agreement which will include confirmation from the Contractor that each additional sub-contractor will be provided this Student Data Privacy Special Terms and Conditions and the Contractor will provide the District with the same contact information and description required previously. At all times, the Contractor warrants and agrees to be held liable and fiscally responsible for the deliberate and/or unintentional acts and/or

omissions of sub-contractors utilized in the performance of these Services who fail to adhere to the requirements for data confidentiality and security contained in the executed Agreement between the District and Contractor.

7.2 Contractor is also prohibited from further disclosing any Confidential Data unless re-disclosure is:

- (a) Only in furtherance of providing the Service to District, and recipients of re-disclosed Confidential Data agree in writing to comply with the terms of this Student Data Privacy Special Terms and Conditions and related federal and state laws / regulations that protect Confidential Data, or;
- (b) Required to ensure legal and regulatory compliance, or;
- (c) In response to a judicial process in a court in the state of Florida, or;
- (d) To protect the privacy of Confidential Data, the safety of users or others, or the security of the Service.

If any of the four (4) permitted re-disclosure events noted above occurs, Contractor will immediately notify District in writing to the person(s) listed in the "Notices" section of the Agreement. Such notification, notwithstanding unforeseen events, will occur no later than three (3) business days from notice of request to Contractor.

8. Data Transfer and Destruction

Upon notice from District, Contractor will ensure that:

- (a) A complete, readable and usable copy of all Confidential Data in Contractor's possession will be delivered to District within sixty (60) days following notice from District, and;
- (b) This copy of all Confidential Data will be provided in a standard format with standard delimiters and a matching data dictionary, mutually agreeable and sufficient to enable efficient transfer of the Confidential Data to a new system, and;
- (c) This copy must include all Confidential Data which may have been re-disclosed to or held by sub-contractors or agents of Contractor, and;
- (d) Following notice of acceptance of this copy of all Confidential Data by District, Contractor will permanently destroy all copies of Confidential Data held by Contractor or re-disclosed by Contractor, e.g. to Contractor's agents, sub-contractors or business partners. Permanent destruction of this Confidential Data must be non-recoverable and meet Department of Defense ("DoD") standard 5220.22-M and processes recommended by National Institute of Standards and Technology ("NIST") Special Publication 800-88, and;
- (e) Within ninety (90) days of notice, Contractor will deliver a written confirmation to District certifying that the permanent destruction of all Confidential Data held by Contractor and Contractor's sub-contractors, agents and business partners has been completed.

9. Rights and License to Confidential Data and Intellectual Property

The parties agree that:

- (a) All rights to Confidential Data and derivative works created from Confidential Data shall remain the exclusive property of District, and;
- (b) All rights to District intellectual property shall remain the exclusive property of District and District students and staff, and;
- (c) Contractor may not transfer Confidential Data or District intellectual property to any third party under any circumstances, and;
- (d) District grants to Contractor a limited, nonexclusive license to use, process and store the Confidential Data and District intellectual property solely for the purpose of delivering the Service to District under the terms of the Agreement, and;
- (e) This limited, nonexclusive license granted to Contractor by District expires when the Agreement is terminated.

10. Confidential Data: Access, Changes, Copies and Removal

At any time and upon District's request, any Confidential Data held by Contractor will be made available to District, may be changed by District, may be deleted in whole or in part by District, and may be copied by District.

11. Security Framework and Standards

Contractor will operate the Service and collect, process and store Confidential Data in accordance with NIST data security standards and current industry best practices, and maintain all technologies, policies, procedures and practices necessary to secure and protect the confidentiality and integrity of Confidential Data, and prevent unauthorized access, disclosure and use. Contractor will, at a minimum:

- (a) Restrict access to the Service and Confidential Data to only those individuals that require access in order for Contractor to provide the Service to District, and;
- (b) Establish user IDs and authentication as necessary to protect access to Confidential Data, and protect all such user credentials from unauthorized access or use, and;
- (c) Always protect all Confidential Data with strong encryption, at rest and in transit, and;
- (d) Prevent hostile or unauthorized intrusion that could compromise confidentiality, result in data corruption, or deny access to or the proper operation of the Service, and;
- (e) Prevent and detect computer viruses and malware from spreading through the use of the Service, e.g. via e-mail, files, documents, messages, other data or the required use of insecure client-side applications, and;
- (f) Detect and prevent the unauthorized re-disclosure of Confidential Data by Contractor employees or agents, and;
- (g) Provide prior notice to District of any planned system change that may impact the security of Confidential Data, and;
- (h) Retain an experienced data security company, defined as having valid and current SSAE16 certification, at least once per year, to thoroughly audit Contractor's IT infrastructure, systems, applications and processes to uncover vulnerabilities, and make prompt and reasonable efforts to remediate all vulnerabilities discovered, and;
- (i) Provide District with a complete copy of Contractor's then-current security system plan assessment report, including details on all vulnerabilities discovered, and; Immediately notify District if any incident occurs that might impact the reliable provision

of the Service or security of Confidential Data, e.g. the discovery of unauthorized access, a malicious attack on the Service or Confidential Data, loss of a device containing Confidential Data, or the presence of malware. Such security system plan assessment will remain exempted from Public Records disclosure by the Contractor to parties other than the District in accordance with Chapter 119.071(3) unless specifically ordered in accordance with the law.

Contractor acknowledges and agrees that this Agreement is for the purpose of sharing Data Files between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA"). The Data Files will be used by the Contractor and its employees to populate student data only for the purpose of delivering these Services. Contractor further acknowledges and agrees that all copies of such Data Files, including any modifications or additions to Data Files or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Data Files.

12. Data Breach

In the event of an unauthorized disclosure of Confidential data, Contractor shall, pursuant to the following procedure: notify District in writing within three (3) days of its determination that it has experienced a data breach, breach of security, privacy incident or unauthorized acquisition or use of any Data Files and/or any portion thereof contained therein. Contractor agrees that said notification shall include, to the extent feasible, the date or approximate dates of such incident and the nature thereof, the specific scope of said breach (i.e., what data was accessed, used, released or otherwise breached, including the names of individual students that were affected by said breach) and what actions or steps with respect to the incident that Contractor plans to take or has taken in response to said breach. Additionally, Contractor agrees to adhere to all requirements in federal law with respect to a data breach related to the Data Files, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach. Contractor 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 Data Files or any portion thereof, including personally identifiable information and agrees to provide District, upon request, with a copy of said written incident response plan.

Attachment C

ESCAMBIA SCHOOL DISTRICT RISK MANAGEMENT ADDENDUM (REGULAR)

Anything in the foregoing agreement to the contrary notwithstanding, each Signer thereof (other than the School Board, the Superintendent of Schools, the School District, their officers, agents and employees) hereby agrees to:

A. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

1. Save and hold harmless, pay on behalf of, protect, defend, and indemnify the School Board, (including the Superintendent of Schools, the School District, their officers, agents, and employees) from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of any person arising out of, or in any way related to, any action or inaction of the Signer (including its sub-contractors, officers, agents, and employees) in the performance or intended performance of this agreement, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to the performance of this agreement. The obligations of the Signer pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Signer.

B. REQUIRED INSURANCE:

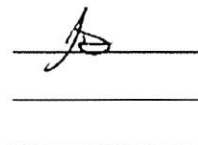
1. Maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of general liability and auto liability insurance in an amount not less than \$1,000,000 with an insurance company rated not lower than "A" by A. M. Best and Company. The School Board shall be named as an additional insured. The policy and evidence of such insurance shall be endorsed so as to provide coverage for all liability hereby contractually assumed by the Signer and a copy thereof shall be delivered to the undersigned before beginning performance of this agreement. Such insurance shall not be subject to cancellation, non-renewal, reduction in policy limits or other adverse change in coverage, except with 45 days prior written notice to the School Board, which notice shall be given by U.S. Certified Mail with return receipt requested to the undersigned. No other form of notification shall relieve the insurance company, or its agents, or representatives of responsibility.
2. If this agreement involves performance by officers, employees, agents or sub-contractors of the Signer, the Signer shall also maintain, keep in full force and effect during the term of this agreement and any extensions and renewals thereof, and furnish to the undersigned good and sufficient evidence of workers' compensation insurance in the amount required by Florida Statutes Chapter, 440, and Employer Legal Liability Insurance in the amount of \$100,000.

Approved:
Signer:

Initials of each
Signer:



Kevin T. Windham, CFE, CSRM.
Director-Risk Management
Escambia School District
75 North Pace Boulevard
Pensacola, FL 32505



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Attachment D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions below before completing Certification)

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BE Publishing

ORGANIZATION NAME SPONSOR AGREEMENT NUMBER OR PROJECT NAME

Erin Mainville - Accountant

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Erin Mainville

9/3/19

SIGNATURE(S)

DATE

1. By signing and submitting this form, the prospective lower tier participant is providing the certification above in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attachment E
State of Florida
Vendor Certification Regarding Scrutinized Companies Lists

Respondent Vendor Name:	B.E Publishing		
Vendor FEIN:	05-0513141		
Vendor's Authorized Representative Name and Title:	Erin Mainville - Accountant		
Address:	PO Box 8558		
City:	Warrick	State:	IN
		ZIP:	02888
Phone Number:	888-781-6921		
Email Address:	erin@bepublishing.com		

Section 287.135, Florida Statutes prohibits or limits agencies from contracting with companies, for goods or services, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By:	Erin Mainville		
	AUTHORIZED SIGNATURE		
Print Name and Title:	Erin Mainville - Accountant		
Date:	9/3/19		

EXHIBIT A

Contract Terms of Service

The Agreement is made by and between B.E. Publishing, Inc. a Rhode Island Corporation, with its principal place of business at 346 Smith Street, North Kingstown, RI 02852, and each user of the EduTyping Web site and software ("user"). A "person" is a natural person, a corporation, educational institution, proprietorship, partnership, governmental entity, or any other legal person or entity.

1. Nature of Information.

EduTyping publishes content and articles on the EduTyping student Web site for the purposes of keyboarding/typing drill and practice only. Contents may not be accurate, complete, or up to date, and at times, fictitious in nature. Where applicable, publication of contents is not our endorsement of the author, his or her contents, or of any method or treatment discussed in the contents. Some of the material has been and continues to be modified by EduTyping. The content on the EduTyping Web sites is copyrighted intellectual property owned by B.E. Publishing, the owner and publisher of EduTyping.com. All rights are reserved.

2. Illegal of other Harmful Use or Access.

The contents contained within the EduTyping Web site and software may not be used for any illegal purpose. You may not access our networks, computers, or contents in any manner that could damage, disable, overburden, or impair them, or interfere with any other person's use and enjoyment. You may not attempt to gain unauthorized access to any contents, other accounts, computer systems, or networks connected with our sites or contents.

3. Interpretation of Content.

All contents contained within the EduTyping Web site and software, (including the information relating to a variety of themes, or other activities that could result in damage, injury, or death) is for informational purposes only. This information should not be considered complete or accurate and is intended for the sole purpose to provide users with a device in which to learn how to touch-type.

4. Assumption of the Risk.

All users assume any and all risk of damage, injury, or death, from use of the EduTyping contents. It has been warned of the limitations and risks in use of the information, and despite such warnings, chooses of its own free will to continue to access or use the contents.

5. Use on Other Web Sites.

The contents of the EduTyping Web site and software are licensed only for educational use by either free trial registrants and/or licensed users. Reproducing content on another site or redistributing content is forbidden. Taking content from this site and editing it and posting it on another Web site is also forbidden. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create new works from, distribute, perform, display, or in any way exploit, any of the content or the service (including software) in whole or in part. Framing of this site is forbidden.

6. User Indemnification.

Each user will indemnify and hold harmless B.E. Publishing, Inc. and its entities against any claims or losses imposed on, incurred by, or asserted as a result of or relating to: (a) any noncompliance by user with the terms and conditions hereof; (b) any third-party actions related to or arising from user's receipt or use of the contents, whether authorized or unauthorized under this agreement.

7. Notices.

The parties agree that any notices of dispute or other communications addressed to B.E. Publishing or EduTyping will be sent by Certified or Registered Mail.

8. Governing Law.

This Agreement shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of Rhode Island, U.S.A., without giving effect to its conflicts of laws provisions or principles.

9. Captions.

The captions and headings in this Agreement are inserted only as a matter of convenience, and in no way define, limit or in any other way described the scope of this Agreement or the intent of any provision hereof.

10. Change of Terms From Time-To-Time.

B.E. Publishing may alter any term of this Agreement by posting a notice that there is a change in terms on a page containing the contents. Any use of the EduTyping Web site after the date of such notice is deemed acceptance of the new terms.

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EXHIBIT B

Contractor Privacy Policy

EduTyping, a product by B.E. Publishing, keeps all user and account information collected strictly private and confidential. Your account information, including free trial registrants and licensed users, will never be sold, distributed, or shared with third parties.

It is the policy of B.E. Publishing, Inc. to adhere to the applicable requirements set forth in the Family Educational Rights and Privacy Act (FERPA) for processing, handling, and/or storing FERPA-protected information in its online education services products.

Information Rights

This website recognizes and complies with the with GDPR and those rights, except as limited by applicable law. The rights under GDPR include:

- **Access:** This includes your right to access the personal information we gather about you, and your right to obtain information about the sharing, storage, security and processing of that information.
- **Correction:** This is your right to request correction of your personal information.
- **Erasure:** This is your right to request, subject to certain limitations under applicable law, that your personal information be erased from our possession (also known as the “Right to be forgotten”). However, if applicable law requires us to comply with your request to delete your information, fulfillment of your request may prevent you from using Basecamp services and may result in closing your account.
- **Complain:** You have the right to make a complaint regarding our handling of your personal information with the appropriate supervisory authority.
- **Restrict Processing:** This is your right to request restriction of how and why your personal information is used or processed.
- **Object:** This is your right, in certain situations, to object to how or why your personal information is processed.
- **Portability:** This is your right to receive the personal information we have about you and the right to transmit it to another party.
- **Automated Decision-Making:** This is your right to object and prevent any decision that could have a legal, or similarly significant, effect on you from being made solely based on automated processes. This right is limited, however, if the decision is necessary for performance of any contract between you and us, is allowed by applicable European law, or is based on your explicit consent.

Processing Data

For Users of this website located in the European Economic Area (EEA), all collection and processing of Personal Data is performed in accordance with privacy rights and regulations following the Regulations (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, known as the General Data Protection Regulation (GDPR).

Data Controller

The website processes Personal Data both as a Processor and as a Controller, as defined in the Directive and the GDPR. The website, which you as a User entered an agreement with when

using the website, will be the Controller for User data. As the website adheres to the GDPR, it processes all data provided by its Users from the European Economic Area (EEA) only.