BOARD OF TRUSTEES
ANAHEIM UNION HIGH SCHOOL DISTRICT
501 N. Crescent Way, P.O. Box 3520
Anaheim, California 92803-3520
www.auhsd.us

NOTICE OF SPECIAL MEETING

Date: June 29, 2020

To: Annemarie Randle-Trejo, P.O. Box 3520, Anaheim, CA 92803-3520
         Katherine H. Smith, P.O. Box 3520, Anaheim, CA 92803-3520
         Anna L. Piercy, P.O. Box 3520, Anaheim, CA 92803-3520
         Al Jabbar, P.O. Box 3520, Anaheim, CA 92803-3520
         Brian O'Neal, P.O. Box 3520, Anaheim, CA 92803-3520

         Orange County Register, 1771 S. Lewis, Anaheim, CA 92805
         Anaheim Bulletin, 1771 S. Lewis, Anaheim, CA 92805
         Los Angeles Times, 1375 Sunflower, Costa Mesa, CA 92626
         Event News, 9559 Valley View Street, Cypress, CA 90630

You are hereby notified that a special meeting of the
Board of Trustees of the Anaheim Union High School District
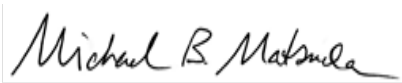is called for

Thursday, the 2nd day of July 2020

Members of the public may observe the meeting by livestream on the District's
YouTube channel at https://bit.ly/2KEiCDA.

Individuals requesting interpretation should contact the executive assistant to the
superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, June 30, 2020,
to allow for reasonable arrangement to ensure interpretation services.

Any member of the public has an opportunity to address the Board of Trustees by
submitting comments online at https://bit.ly/2KJTiMw prior to the meeting, as outlined
below in the Public Comments and Public Hearing portions of this agenda. Submissions will
be read aloud during the Board Meeting by the Board President or designee.

Closed Session—9:15 a.m.

Special Meeting-10:00 a.m.

Michael B. Matsuda
Superintendent

ANAHEIM UNION HIGH SCHOOL DISTRICT
501 N. Crescent Way, P.O. Box 3520, Anaheim, California 92803-3520, www.auhsd.us

BOARD OF TRUSTEES
Amended Special Meeting Agenda
Thursday, July 2, 2020
Closed Session—9:15 a.m.
Special Meeting—10:00 a.m.

This meeting is being held pursuant to Executive Order N-29-20 issued by California Governor Gavin Newsom on March 17, 2020. Any or all board members may attend the meeting by phone or other electronic means.

Members of the public may observe the meeting by livestream on the District's YouTube channel at https://bit.ly/2KEiCDA.

Individuals requesting interpretation should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, June 30, 2020, to allow for reasonable arrangement to ensure interpretation services.

Any member of the public has an opportunity to address the Board of Trustees by submitting comments online at https://bit.ly/2KJTiMw prior to the meeting, as outlined below in the Public Comments and Public Hearing portions of this agenda. Submissions will be read aloud during the Board Meeting by the Board President or designee.

Some items on the agenda of the Board of Trustees' meeting include exhibits of supportive and/or background information. These materials are also posted with the meeting agenda on the District website, www.auhsd.us, at the same time that they are distributed to the Board of Trustees.

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, June 30, 2020, to allow for reasonable arrangements to ensure accessibility to the meeting.

Meetings are recorded for use in the official minutes.

1. **CALL TO ORDER–ROLL CALL**   *ACTION ITEM*

2. **ADOPTION OF AGENDA**   *ACTION ITEM*

3. **PUBLIC COMMENTS, CLOSED SESSION ITEMS**   *INFORMATION ITEM*

    This is an opportunity for community members to address the Board of Trustees on closed session agenda items only. Comments may be submitted online at https://bit.ly/2KJTiMw prior to the Board meeting. Submissions will be read aloud during the Board Meeting by the Board President or designee. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board Members cannot immediately respond to public comments, as stated on the speaker request form.

4. **CLOSED SESSION**   *ACTION/INFORMATION ITEM*

    The Board of Trustees will meet in closed session for the following purposes:

4.1   To consider matters pursuant to Government Code Section 54957.6: Conference with labor negotiators Mr. Matsuda, Dr. Fried, Dr. Root, and Mr. Jackson regarding negotiations and contracts with the American Federation of State, County and Municipal Employees (AFSCME), Anaheim Personnel and Guidance Association (APGA), Anaheim Secondary Teachers Association (ASTA), California School Employees Association (CSEA), and Mid-Managers Association (MMA).

4.2   To consider matters pursuant to Government Code Section 54957: Public employee discipline/dismissal/release.

5.   **RECONVENE MEETING, PLEDGE OF ALLEGIANCE, AND CLOSED**   *INFORMATION ITEM*
      SESSION REPORT OUT

5.1   ***Reconvene Meeting***

The Board of Trustees will reconvene into open session.

5.2   ***Pledge of Allegiance and Moment of Silence***

President Randle-Trejo will lead the Pledge of Allegiance to the Flag of the United States of America and provide a moment of silence.

5.3   ***Closed Session Report***

The clerk of the Board of Trustees will report actions taken during closed session.

6.   **PUBLIC COMMENTS, OPEN SESSION ITEMS**   *INFORMATION ITEM*

Opportunities for public comments occur at the beginning of each agenda item and at this time for items not on the agenda. Comments may be submitted online at https://bit.ly/2KJTiMw prior to the meeting. Submissions will be read aloud during the Board Meeting by the Board President or designee. Each speaker is limited to a maximum of five minutes; each topic or item is limited to a total of 20 minutes. Board members cannot immediately respond to public comments, as stated on the speaker request form.

7.   **PRESENTATIONS**   *INFORMATION ITEMS*

7.1   ***Reopening of Schools***

Background Information:
On March 13, 2020, the Board of Trustees passed and adopted a resolution declaring a local emergency due to the outbreak and spread of the novel coronavirus (COVID-19). In recognition of the existing emergency, the Board of Trustees authorized the District to close physical school sites for students through March 27, 2020, which was later extended through the end of the school year. Since March 13, 2020, District administrators, faculty, and staff have been developing and implementing a program of distance learning to ensure the continued education of AUHSD students during the period of school dismissal resulting from COVID-19.

Current Consideration:
In contemplation of the reopening of schools at the beginning of the 2020-21 year, the District began convening an Opening of Schools Task Force (OSTF) on April 23, 2020, with

over fifty members from all stakeholder groups, including the leaders of the California School Employees Association (CSEA), the Anaheim Secondary Teachers Association (ASTA), and the American Federation of State, County and Municipal Employees (AFSCME). Following guidance from the California Department of Public Health and California Department of Education, and other federal, state, and local agencies, the OSTF formulated three options for opening the District's schools: Option 1 is a blended instructional model where students will see their teacher on Monday virtually (synchronous) and in-person either Tuesday, Wednesday, or Thursday, based on alphabetical cohorts, creating the opportunity for physical distancing both in and out of class. Option 2 is a full virtual/distance learning instructional model, similar to distance learning that has taken place since school dismissal in March. Option 3 is a full in-person instructional model, where all students and staff will be on campus. This presentation will provide a comprehensive update on the activities and recommendations of the OSTF.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the information

7.2 *Carnegie Learning*

Background Information:
Carnegie Learning is a comprehensive, dynamic, and progressive learning technology company. Advocating a belief in teaching and determination to help students develop as learners and thinkers, Carnegie Learning is seeking to re-define the role of technology across the K-12 landscape. It delivers research-proven mathematics curriculum and the MATHia® platform for grades 6 through 12, project-based digital solutions for computer science, and best-in-class K-12 professional learning services. The District currently uses Carnegie textbooks for mathematics in grades 7 through 12.

Current Consideration:
The Board of Trustees will receive a presentation from Director of Curriculum and Instruction Carlos Hernandez, and Mathematics Curriculum Specialist Julie Spykerman, regarding the District's use of Carnegie Learning. The presentation will address the process used to select Carnegie Learning along with the rationale behind its selection.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
Although this is an information item only, requiring no formal action by the Board of Trustees, it is recommended that the Board officially receive the information.

8. ITEMS OF BUSINESS

RESOLUTIONS

8.1 *Resolution No. 2020/21-BOT-01, Order of Biennial Trustee*   *ACTION ITEM*
   Election and Specifications of the Election Order
   (Roll Call Vote)

Background Information:
A consolidated election is required in the District this year in accordance with Education Code Section 5340. A resolution and order of election are required to be completed and provided to the Orange County Department of Education and Orange County Registrar of Voters.

Current Consideration:
The Board of Trustees is requested to adopt Resolution No. 2020/21-BOT-01, Order of Biennial Trustee Election and Specifications of the Election Order, as prescribed by Education Code Section 5000, calling for the biennial governing board member election to be held on Tuesday, November 3, 2020.

Budget Implication:
Election-related costs for the November 2020 election are unknown at this time, but the estimated cost is $184,354-$234,633.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2020/21-BOT-01, by a roll call vote. **[EXHIBIT A]**

8.2 ***Resolution No. 2020/21-E-01, Annual Certification of***   ***ACTION ITEM***
Course-Based Independent Study for 2020-21
(Roll Call Vote)

Background Information:
On May 7, 2020, the Board of Trustees authorized the development of a primarily virtual program of instruction called Cambridge Virtual Academy (CVA), focused on engaging students in academic content fostering the 5Cs: collaboration, communication, critical thinking, creativity, and character/compassion, which contribute to a student's resilience, emotional intelligence, and career and life skills. On June 18, 2020, the Board approved an updated independent study policy, Board Policy and Administrative Regulation 7807 (6158) and 7807-R (AR 6158), including authorization for the District to offer a course-based independent study program for students in grades 7 through 12. CVA will operate as a course-based independent study program.

Current Consideration:
Course-based independent study differs from traditional independent study in that it measures average daily attendance through attendance based on equivalent daily instructional minutes, not the time value of work production. Education Code Sections 51749.5 and 51749.6 set forth the requirements for establishing and implementing course-based independent study. Those requirements provide that the Board of Trustees is required to annually certify that courses provided pursuant to course-based independent study are of the same rigor and educational quality as equivalent classroom-based courses, aligned to all relevant local and state content standards. That certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that a pupil is enrolled, number of equivalent instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses. The District has undertaken a comprehensive analysis to ensure that CVA's courses meet the statutory standards, and the Resolution provides for the required annual certification of CVA courses for the 2020-21 year.

Budget Implication:
There is no impact to the budget.

Staff Recommendation:
It is recommended that the Board of Trustees adopt Resolution No. 2020/21-E-01, by a roll call vote. **[EXHIBIT B]**

EDUCATIONAL SERVICES

8.3 ***Contract Agreement, Carnegie Learning***

Background Information:
Carnegie Learning is a comprehensive, dynamic and progressive learning technology company. Advocating a belief in teaching and determination to help students develop as learners and thinkers, Carnegie Learning is seeking to re-define the role of technology across the K-12 landscape. It delivers research-proven mathematics curriculum and the MATHia® platform for grades 6-12, project-based digital solutions for computer science, and best-in-class K-12 professional learning services. The District currently uses Carnegie textbooks for mathematics in grades 7-12.

Current Consideration:
The current agreement with Carnegie Learning to provide textbooks is set to expire. The Board is presented with two agreements that set the terms and conditions for the District to purchase Carnegie Learning mathematics textbooks. The first agreement provides services July, 1, 2020, through June 30, 2023, while the second agreement provides services July 1, 2020, through June 30, 2021.

Budget Implication:
The cost is not to exceed $2,242,777 over the course of three years or 888,379 for a one-year contract. (General Funds).

Staff Recommendation:
It is recommended that the Board of Trustees discuss and provide direction to staff to proceed with the ratification of one of the contract agreements. **[EXHIBITS C and D]**

9. **ADJOURMENT**

In compliance with the Americans with Disabilities Act, individuals with a disability who require modification or accommodation in order to participate in this meeting should contact the executive assistant to the superintendent at morales_p@auhsd.us by 5:00 p.m. on Tuesday, June 30, 2020, to allow for reasonable arrangements to ensure accessibility to the meeting.

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT**

**RESOLUTION AND ORDER OF BIENNIAL TRUSTEE ELECTION AND
SPECIFICATION OF THE ELECTION ORDER**

RESOLUTION NO. 2020/21-BOT-01

July 2, 2020

On the motion of Trustee _____ and duly seconded, the following resolution was adopted:

WHEREAS, the election of governing board members is ordered by law pursuant to Education Code Section 5000, to fill the office of members whose terms expire on December 11, 2020, next succeeding election;

NOW, **THEREFORE**, **BE IT RESOLVED** that pursuant to the authority of Education Code Sections 5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 3, 2020.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

The foregoing resolution was passed and adopted at a regular meeting of the Board of Trustees, on July 2, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Resolution No. 2020/21-BOT-01

STATE OF CALIFORNIA   )
)
) SS
)
COUNTY OF ORANGE   )

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 2nd day of July 2020, and passed by a roll call vote of all members of said board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of July 2020.

_____
Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees

Resolution No. 2020/21-BOT-01

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
ANAHEIM UNION HIGH SCHOOL DISTRICT**

ANNUAL CERTIFICATION OF COURSE-BASED INDEPENDENT STUDY FOR 2020-21

RESOLUTION NO. 2020/21-E-01

July 2, 2020

On the motion of Trustee _____ and duly seconded, the following resolution was adopted.

WHEREAS, Education Code Sections 51749.5 and 51749.6 set forth the requirements for establishing and implementing course-based independent study, including, but not limited to, computing average daily attendance for each pupil enrolled in one or more course-based independent study courses; and

WHEREAS, those requirements provide that the Board of Trustees is required to annually certify that courses provided pursuant to course-based independent study are of the same rigor and educational quality as equivalent classroom-based courses, aligned to all relevant local and state content standards; and

WHEREAS, that certification shall, at a minimum, include the duration, number of equivalent daily instructional minutes for each school day that a pupil is enrolled, number of equivalent instructional minutes, and number of course credits for each course, consistent with that of equivalent classroom-based courses; and

WHEREAS, consistent with Board Policy 8402 (3260), it is the policy and practice of the Anaheim Union High School District to ensure that pupils are not assessed a fee prohibited by Education Code Section 49011; and

WHEREAS, consistent with Board Policy 7807 (6158), it is the policy and practice of the Anaheim Union High School District to ensure no pupil is prohibited from participating in independent study solely on the basis that he or she does not have the materials, equipment, or Internet access that are necessary to participate in the independent study course; and

NOW, **THEREFORE BE IT RESOLVED** that the Board of Trustees of the Anaheim Union High School District certifies for the 2020-21 school year as follows:

1.   The courses listed in the CVA Course List attached hereto as Exhibit 1 are of the same rigor and educational quality as equivalent classroom-based courses, aligned to all relevant local and state content standards.

2.   The duration of each said course is one semester, consistent with the District calendar.

3.   The number of equivalent daily instructional minutes for each school day that a pupil is enrolled is 49 minutes per course per day for junior high school courses and 60 minutes per course per day for high school courses.

4.   The number of equivalent total instructional minutes is 4,410 minutes per course per semester for junior high school courses and 5,400 minutes per course per semester for high school courses.

5.   The number of course credits for each course is 5 credits per semester.

The foregoing resolution was passed and adopted at the regular meeting of the Board of Trustees on July 2, 2020, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

STATE OF CALIFORNIA   )
)
) SS
)
COUNTY OF ORANGE   )

I, Michael B. Matsuda, superintendent of the Anaheim Union High School District of Orange County, California, and secretary to the Board of Trustees thereof, hereby certify that the above and foregoing resolution was duly and regularly adopted by the said Board of Trustees at the regular meeting thereof held on the 2nd day of July, and passed by a roll call vote of all members of said Board.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2nd day of July 2020.

_____
Michael B. Matsuda
Superintendent and
Secretary to the Board of Trustees
Anaheim Union High School District

EXHIBIT 1

EXHIBIT B

CAMBRIDGE
VIRTUAL ACADEMY

2020-2021 COURSE LIST

High School Courses

English/ Language Arts

Course Numbers	Title	Credits
EN100F	English 1	5
EN100S	English 1	5
EN101F	English 1 H	5
EN101S	English 1 H	5
EN105F	English 9 H/Social Entrepreneurship	5
EN105S	English 9 H/Social Entrepreneurship	5
EN200F	English 2	5
EN200S	English 2	5
EN201F EN920F	English 2 H	5
EN201S EN920S	English 2 H	5
EN300F EN930F	English 3	5
EN300S EN930S	English 3	5
EN301F EN931F	AP English Language & Composition	5
EN301S EN931S	AP English Language & Composition	5
EN400F EN940F	English 4	5
EN400S EN940S	English 4	5
EN401F EN941F	AP English Literature	5
EN401S EN941S	AP English Literature	5

2020-2021 COURSE LIST

High School Courses

Mathematics

Course Numbers	Title	Credits
MA100F	Integrated Math 1	5
MA100S	Integrated Math 1	5
MA101F	Integrated Math 1-2 H	5
MA101S	Integrated Math 1-2 H	5
MA200F	Integrated Math 2	5
MA200S	Integrated Math 2	5
MA201F	Integrated Math 2-3 H	5
MA201S	Integrated Math 2-3 H	5
MA300F	Integrated Math 3	5
MA300S	Integrated Math 3	5
MA301F	Pre-Calculus H	5
MA301S	Pre-Calculus H	5
MA400F	Pre-Calculus	5
MA400S	Pre-Calculus	5
MA401F	AP Calculus AB	5
MA401S	AP Calculus AB	5
MA404F	AP Calculus BC	5
MA404S	AP Calculus BC	5
MA405F	AP Statistics	5
MA405S	AP Statistics	5
MA406F MA941F	Statistics & Probability	5
MA406S MA941S	Statistics & Probability	5

CAMBRIDGE
VIRTUAL ACADEMY

2020-2021 COURSE LIST

High School Courses

Social Science

Course Numbers	Title	Credits
SS200F	Wld Hs/Cu/Ge	5
SS200S	Wld Hs/Cu/Ge	5
SS201F SS920F	Wld Hs/Cu/Ge H	5
SS201S SS920S	Wld Hs/Cu/Ge H	5
SS205F	AP European History	5
SS205S	AP European History	5
SS300F	US History	5
SS300S	US History	5
SS301F	AP US History	5
SS301S	AP US History	5
SS400 SS940	Prin Am Demo	5
SS401 SS941	AP Am Gvt & Pol	5
SS402 SS942	Economics	5
SS403 SS943	Economics H	5

Science

Course Numbers	Title	Credits
SC100F	Living Earth	5
SC100S	Living Earth	5
SC101F	Living Earth H	5
SC101S	Living Earth H	5
SC200F	Chemistry in the Earth Systems	5
SC200S	Chemistry in the Earth Systems	5
SC201F	Chemistry in the Earth Systems H	5
SC201S	Chemistry in the Earth Systems H	5
SC300F	Physics of the Universe	5
SC300S	Physics of the Universe	5
SC301F	Physics of the Universe H	5
SC301S	Physics of the Universe H	5

CAMBRIDGE
VIRTUAL ACADEMY

2020-2021 COURSE LIST

High School Courses

Physical Education

Course Numbers	Title	Credits
PE100F	PE-1	5
PE100S	PE-1	5
PE200F	PE-2	5
PE200S	PE-2	5

World Language

Course Numbers	Title	Credits
WL100F	Spanish 1	5
WL100S	Spanish 1	5
WL101F	Spanish for Spanish Speakers 1	5
WL101S	Spanish for Spanish Speakers 1	5
WL120F WL910F	Korean 1	5
WL120S WL910S	Korean 1	5
WL200F	Spanish 2	5
WL200S	Spanish 2	5
WL201F	Spanish for Spanish Speakers 2	5
WL201S	Spanish for Spanish Speakers 2	5
WL300F	Spanish 3	5
WL300S	Spanish 3	5
WL301F	Spanish for Spanish Speakers 3	5
WL301S	Spanish for Spanish Speakers 3	5
WL400F	Spanish 4	5
WL400S	Spanish 4	5
WL402F	AP Spanish Language	5
WL402S	AP Spanish Language	5

CAMBRIDGE
VIRTUAL ACADEMY

2020-2021 COURSE LIST

High School Courses

Electives

Course Numbers	Title	Credits
CE100F CE901F	Graphic Communications	5
CE100S CE901S	Graphic Communications	5
CE125F	Accounting Principles 1	5
CE125S	Accounting Principles 1	5
CE170F	Business/Marketing	5
CE170S	Business/Marketing	5
CE197	Careers/Finance/Technology	5
CE200F	Advanced Graphic Communications	5
CE200S	Advanced Graphic Communications	5
CE201F	Advanced Graphic Communications H	5
CE201S	Advanced Graphic Communications H	5
CE270F	Business Entrepreneurship	5
CE270S	Business Entrepreneurship	5
CE499	AIME Internship	5
HE100 HE910	Health Science	5
ND310F ND931F	Journalism in the Digital Age	5
ND310S ND931S	Journalism in the Digital Age	5
ND130F	Oral Expression & Interpretation	5
ND130S	Oral Expression & Interpretation	5
SS100F SS910F	AP Human Geography	5
SS100S SS910S	AP Human Geography	5
SS208F	History Through Art	5
SS208S	History Through Art	5
SS308F	Cultural Experience in American Ethnic Studies	5
SS308S	Cultural Experience in American Ethnic Studies	5
SS309F SS930F	Psychology	5
SS309S SS930S	Psychology	5
SS310F	AP Psychology	5

SS931F		
SS310S SS931S	AP Psychology	5
VP124F	Draw Paint 1	5
VP124S	Draw Paint 1	5
VP127F	AP Art History	5
VP127S	AP Art History	5
VP171F	Concert Choir	5
VP171S	Concert Choir	5
VP195F	AP Music Theory	5
VP195S	AP Music Theory	5

CAMBRIDGE
VIRTUAL ACADEMY

2020-2021 COURSE LIST

Junior High School Courses

English/ Language Arts

Course Numbers	Title	Credits
EN700F	English 7	5
EN700S	English 7	5
EN701F	English 7 H	5
EN701S	English 7 H	5
EN800F	English 8	5
EN800S	English 8	5
EN801F	English 8 H	5
EN801S	English 8 H	5

Mathematics

Course Numbers	Title	Credits
MA700F	Math 7	5
MA700S	Math 7	5
MA701F	Math 7 H	5
MA701S	Math 7 H	5
MA800F	Math 8	5
MA800S	Math 8	5
MA801F	Math 8 H	5
MA801S	Math 8 H	5

Social Science

Course Numbers	Title	Credits
SS700F	Wrld Hist/Geo	5
SS700S	Wrld Hist/Geo	5
SS701F	Wrld Hist/Geo H	5
SS701S	Wrld Hist/Geo H	5
SS800F	US Hist/Geo	5
SS800S	US Hist/Geo	5
SS801F	US Hist/Geo H	5
SS801S	US Hist/Geo H	5

CAMBRIDGE
VIRTUAL ACADEMY

2020-2021 COURSE LIST

Junior High School Courses

Science

Course Numbers	Title	Credits
SC700F	Wrld Hist/Geo	5
SC700S	Integ Science 7	5
SC701F	Integ Science 7 H	5
SC701S	Integ Science 7 H	5
SC800F	Integ Science 8	5
SC800S	Integ Science 8	5
SC801F	Integ Science 8 H	5
SC801S	Integ Science 8 H	5

Physical Education

Course Numbers	Title	Credits
PE700F	PE-7	5
PE700S	PE-7	5
PE800F	PE-8	5
PE800S	PE-8	5

World Language

Course Numbers	Title	Credits
WL700	Spanish Conversation & Culture	5

Electives

Course Numbers	Title	Credits
CE708	Multimedia Production	5
CE761	Computer Science Discoveries	5
CE770	Exploring Entrepreneurship	5
HE700 HE970	Health	5
ND711F	School Paper 1	5
ND711S	School Paper 1	5
ND724	Multicultural Awareness	5
ND730	Speech Communication 1	5
ND760	Basics of Mindfulness	5
VP724F	Art 1	5
VP724S	Art 1	5
VP771F	Chorus 1	5

VP771S	Chorus 1	5
VP792	Music Appreciation 1	5
VP824F	Art 2	5
VP824S	Art 2	5
VP871F	Chorus 2	5
VP871S	Chorus 2	5

EXHIBIT C

CARNEGIE LEARNING

License and Purchase Agreement between Carnegie Learning Inc. and Anaheim Union High School District

Carnegie Learning, Inc. is a leading publisher of innovative, research-based math curricula for middle school, high school, and post-secondary students. We help students succeed in math, creating a gateway to graduation and preparing them for 21st century careers.

Partnering with educators for continued success, Carnegie Learning is working side-by-side with hundreds of schools and districts implementing our curricula, and we are dedicated to partnering with you to increase teacher effectiveness and student achievement in mathematics. Our goal is to support your team of teachers, coaches and leaders to obtain the results your students deserve.

- This agreement, dated May 26, 2020 is made by and between Carnegie Learning, Inc. (the "Company"), located at 501 Grant Street, Pittsburgh, PA, 15219 and Anaheim Union High School District, located at 501 N. Crescent Way, Anaheim, CA 92801 ("Client").

  1. **Materials to be provided.** The company will provide Carnegie Learning's blended Middle School and High School Math Solution, including consumable textbooks and MATHia software for 21,000 to Client in accordance with the terms and conditions set forth in this Agreement. The specific services to be provided shall be selected and agreed upon jointly by Company and Client.

  2. **Term of Agreement.** This Agreement will begin July, 1, 2020 and conclude June 30, 2023

  3. **Responsibilities of Company.** Materials will be rendered according to the agreed upon **Exhibit A.**

  4. **Contracting outside Company Agreement.** Contracting with any Company employee or assign independently is forbidden.

  5. **Pricing:** As part of Ed Code 60600-6060, Carnegie Learning agrees to:
     a. Charge no more for instructional materials offered for sale in other states (Most Favored Nations Clause) that is offered in California
     b. Reduce the price if prices are reduced in other states for the same program.
     c. Provide gratis items equally and free of charge that is offered as gratis to any other state or school district in the United States.

EXHIBIT C

    d.   Guarantee that all copies sold in California equal the quality of copies sold in other states and are kept revised, free from all errors, and up to date as required by the California State Board of Education.

    e.   Must not engage in restraint of trade, or enter into any understanding or agreement to attempt to control prices or restrict competition.

    f.   Must retain representation in California to receive and fill orders.

    g.   Provide the district with computer files to ensure access and modification of materials for students with disabilities (e.g. hearing and visual).

6. **Delivery.** All materials are to be delivered by July 31st for each year of the agreement provided customer provides timely shipping and quantity information.

7. **Data Compliance:** Per CSDPA guidelines, please see exhibit D

8. **Payment and Terms**.
   a. Purchased Materials. Payment of the purchase price for the Purchased Materials shall be subject to receipt of an invoice from Licensor at the price described in **Exhibit B**

Electronic Signatures

This Agreement and related documents may be signed in counterparts, and may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Computer maintained records of the Statement of Work and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

IN WITNESS WHEREOF, each party has read and agrees to be legally bound by this Agreement, and has caused this Agreement to be executed by their duly authorized representative below as of the Effective Date written above.

Anaheim Union High School District

By: _____
Name: _____
Title: _____
Date: _____

Carnegie Learning

By: _*Julie Katruska*_
Name: ____Julie Katruska_____
Title: _____CFO_____
Date: ____05/22/2020_____

EXHIBIT C

EXHIBIT A – LICENSOR CONTENT

Pricing - Materials
The following is based on the above-mentioned timeline, as well as the following district demographics:

- 21,000 students
  - 8000 @ Junior High School
  - 13000 @ High School

Materials include:

ITEM	DESCRIPTION	TERM	UNITS	INCLUDED
MATHia Student License	MATHia per student license	3 YRS	21,000	Included
			SOFTWARE TOTAL	$990,360.00

ITEM	DESCRIPTION	TERM	UNITS	INCLUDED
Print Student Edition	Student Edition Textbook (SE) plus online access to SE	3 YRS	21,000	Included
			TEXTBOOK TOTAL	$1,130,850.00

SUBTOTAL:	$2,121,210.00
SHIPPING AND HANDLING:	$33,925.50
STATE SALES TAX:	$87,640.88
TOTAL:	$2,242,776.38

EXHIBIT C

EXHIBIT B – FEES

Cost for three-year implementation including instructional materials, software licenses, and sales tax **$2,208,850**

Cost for shipping & handling: $**33,925.50**

Full order amount: **$2,242,776.38**

EXHIBIT C

EXHIBIT C – Payment Schedule

This constitutes an agreement between licensor and Anaheim Union High School District, whereby Anaheim Union High School District agrees to purchase products per the terms of this contract.

Purchasing Agent understands that this is a legally binding contract and certifies that they are authorized to act and sign on behalf of Anaheim Union High School District. This contract constitutes Anaheim Union High School Districts' agreement to the terms and conditions as outlined in the contract. No change to or modification of this order shall be binding unless agreed to by both parties in writing.

Anaheim Union High School District agrees to pay full amount listed below and per the terms of EXHIBIT B. In the event of any dispute, chargeback transaction, refusal of shipment, or unpaid balance, CUSTOMER shall be liable for applicable collection fees, court costs, and attorney's fees to the extent the Pennsylvania law will cover.

Payment Schedule:

Carnegie Learning will generate one invoice upon receipt of signed agreement. Carnegie Learning will not generate additional invoices reflecting future payments. Anaheim Union High School District is responsible for remitting future payments as outlined in this agreement.

Payment 1: To be paid 30 days following invoice. Total amount of payment 1: $828,636.38

Payment 2: To be paid on or before July 31, 2022. Total amount of payment 2: $707,070

Payment 3: To be paid on or before July 31, 2022. Total amount of payment 2: $707,070

Termination Penalty: If agreement is terminated before end of the contract term, CUSTOMER is

responsible for all materials and services provided as well as an early termination penalty $40,000

Carnegie Learning Inc. Account Executive: Name: David Ware
Phone number: 949-632-4503   Email: dware@carnegielearning.com

Both customer signatures are required below.

CUSTOMER PURCHASING AGENT AUTHORIZATION:

I have read and agree to be bound by the terms and conditions as outlined above. I am authorized to encumber the school district for this purchase.

Print Name:_____

Title:_____School District:_____

Authorized Signature:_____

Date:_____Phone number:_____

EXHIBIT C

CUSTOMER FINANCE DEPARTMENT AUTHORIZATION:

I have read and agree to be bound by the terms and conditions as outlined above. I am authorized to encumber the school district for this purchase.

Print Name:_____

Title:_____

Authorized Signature:_____

Date:_____Phone number:_____

SELLER: Carnegie Learning Approvals:

Julie Katruska, CFO___*Julie Katruska*_____ Date: 5/26/2020

CALIFORNIA STUDENT DATA PRIVACY

AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Anaheim Union High School District

AND

Provider:

Carnegie Learning. Inc

Date:

May 22, 2020

EXHIBIT C

This California Student Data Privacy Agreement ("DPA") is entered into by and between the Anaheim Union High School District

(hereinafter referred to as "LEA") and Carnegie Learning. Inc (hereinafter referred to as "Provider") on May 22, 2020 . The Parties agree to the terms as stated herein.

RECITALS

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain digital educational services ("Services") pursuant to a contract dated ("Service Agreement"); and

May 22, 2020

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider may receive or create, and the LEA 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"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C. 1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are also subject to California state student privacy laws, including AB 1584, found at California Education Code Section 49073.1 and the Student Online Personal Information Protection Act ("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms to the requirements of the privacy laws referred to above and to establish implementing procedures and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect student data transmitted to Provider from LEA pursuant to the Service Agreement, including compliance with all applicable statutes, including the FERPA, PPRA, COPPA, SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time to time. In performing these services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. With respect to the use and maintenance of Student Data, Provider shall be under the direct control and supervision of the LEA.

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EXHIBIT C

2. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

3. **Student Data to Be Provided**. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".

4. **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

4. **Third Party Request**. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

EXHIBIT C

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

EXHIBIT C

attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

   a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

   b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

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EXHIBIT C

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

a. **Passwords and Employee Access**. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

b. **Destruction of Data**. Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. **Security Protocols**. Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

d. **Employee Training**. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. **Security Technology**. When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

f. **Security Coordinator**. If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

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EXHIBIT C

monitoring and assessments of Subprocessors to determine their compliance with this Article.

h. **Periodic Risk Assessment**. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. <u>**Data Breach**</u>. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

   i. The name and contact information of the reporting LEA subject to this section.
   ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
   iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
   iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
   v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

c. At LEA's discretion, the security breach notification may also include any of the following:

   i. Information about what the agency has done to protect individuals whose information has been breached.
   ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

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e. Provider 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 Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .

2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.

4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

EXHIBIT C

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: _____
Title: _____

Contact Information:
_____
_____
_____

The designated representative for the Provider for this Agreement is:

Name: _____
Title: _____

Contact Information:
_____
_____
_____

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: _____
Title: _____

Contact Information:
_____
_____
_____

6. **Entire Agreement**. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

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EXHIBIT C

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[*Signature Page Follows*]

EXHIBIT C

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Carnegie Learning. Inc

BY: _~~PA / Jr~~_____ Date: _5.22.20_____

Printed Name: _Peter Lalasse_ Title/Position: _CPO_____

Local Education Agency: Anaheim Union High School District

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

Note: Electronic signature not permitted.

EXHIBIT C

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

EXHIBIT C

EXHIBIT "B"

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.	
	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:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information- Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

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Parent/ Guardian ID	Parent ID number (created to link parents to students)	
Parent/ Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/ foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	**X**

	number	
	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/appli-cation performance (typing program-student types 60 wpm, reading program-student reads below grade level)	x
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	x
	Other student	

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EXHIBIT C

	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/perfor-mance 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	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT C

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

EXHIBIT C

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Student Personal Information: "Student Personal Information" means information collected through a school service that personally identifies an individual student or other information collected and maintained about an individual student that is linked to information that identifies an individual student, as identified by Washington Compact Provision 28A.604.010. For purposes of this DPA, Student Personal Information is referred to as Student Data.

EXHIBIT C

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT C

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Anaheim Union High School District　　　　directs　Carnegie Learning. Inc　　　　to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

Extent of Disposition Disposition shall be:	_____ Partial. The categories of data to be disposed of are as follows: _____ Complete. Disposition extends to all categories of data.
Nature of Disposition Disposition shall be by:	_____ Destruction or deletion of data. _____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
Timing of Disposition Data shall be disposed of by the following date:	_____ As soon as commercially practicable _____ By (Insert Date) _____

_____　　_____
Authorized Representative of LEA　　　　　　　　　Date

　　　　　　　　　　　　　　　　　　　　　　　　5.22.20

_____　　_____
Verification of Disposition of Data　　　　　　　　Date
by Authorized Representative of Provider

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EXHIBIT C

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Anaheim Union High and which is dated May 22, 2020 to any other LEA ("Subscribing LEA") who accepts this General Offer though its signature below. This General Offer shall extend only to privacy protections and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or schedule of services, or to any other provision not addressed in this DPA. The Provider and the other LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a material change in the applicable privacy statutes; (2) a material change in the services and products subject listed in the Originating Service Agreement; or three (3) years after the date of Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal so that this information may be transmitted to the Alliance's users.

Provider: Carnegie Learning. Inc

BY: _Pat / Du_ Date: _5.22.20_

Printed Name: _Peter LaCasse_ Title/Position: _CPO_

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA.

Subscribing LEA:

BY: _____ Date: _____

Printed Name:_____ Title/Position:_____

TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW

Name:_____

Title:_____

Email Address: _____

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EXHIBIT C

EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

CARNEGIE LEARNING

License and Purchase Agreement between Carnegie Learning Inc. and Anaheim Union High School District

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Carnegie Learning, Inc. is a leading publisher of innovative, research-based math curricula for middle school, high school, and post-secondary students. We help students succeed in math, creating a gateway to graduation and preparing them for 21st century careers.

Partnering with educators for continued success, Carnegie Learning is working side-by-side with hundreds of schools and districts implementing our curricula, and we are dedicated to partnering with you to increase teacher effectiveness and student achievement in mathematics. Our goal is to support your team of teachers, coaches and leaders to obtain the results your students deserve.

- This agreement, dated June, 24 2020 is made by and between Carnegie Learning, Inc. (the "Company"), located at 501 Grant Street, Pittsburgh, PA, 15219 and Anaheim Union High School District, located at 501 N. Crescent Way, Anaheim, CA 92801 ("Client").

   1. **Materials to be provided.** The company will provide Carnegie Learning's blended Middle School and High School Math Solution, including consumable textbooks and MATHia software for 21,000 to Client in accordance with the terms and conditions set forth in this Agreement. The specific services to be provided shall be selected and agreed upon jointly by Company and Client.

   2. **Term of Agreement.** This Agreement will begin July, 1, 2020 and conclude June 30, 2021

   3. **Responsibilities of Company.** Materials will be rendered according to the agreed upon **Exhibit A.**

   4. **Contracting outside Company Agreement.** Contracting with any Company employee or assign independently is forbidden.

   5. **Pricing:** As part of Ed Code 60600-6060, Carnegie Learning agrees to:
      a. Charge no more for instructional materials offered for sale in other states (Most Favored Nations Clause) that is offered in California
      b. Reduce the price if prices are reduced in other states for the same program.
      c. Provide gratis items equally and free of charge that is offered as gratis to any other state or school district in the United States.

d. Guarantee that all copies sold in California equal the quality of copies sold in other states and are kept revised, free from all errors, and up to date as required by the California State Board of Education.

e. Must not engage in restraint of trade, or enter into any understanding or agreement to attempt to control prices or restrict competition.

f. Must retain representation in California to receive and fill orders.

g. Provide the district with computer files to ensure access and modification of materials for students with disabilities (e.g. hearing and visual).

6. **Delivery.** All materials are to be delivered by July 31st, provided customer provides timely shipping and quantity information.

7. **Data Compliance:** Per CSDPA guidelines, please see exhibit D

8. **Payment and Terms**.

a. Purchased Materials. Payment of the purchase price for the Purchased Materials shall be subject to receipt of an invoice from Licensor at the price described in **Exhibit B**

Electronic Signatures

This Agreement and related documents may be signed in counterparts, and may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Computer maintained records of the Statement of Work and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

IN WITNESS WHEREOF, each party has read and agrees to be legally bound by this Agreement, and has caused this Agreement to be executed by their duly authorized representative below as of the Effective Date written above.

Anaheim Union High School District   **Carnegie Learning**

By: _____   By: _____
Name: _____   Name: Julie Katruska
Title: _____   Title: CFO
Date: _____   Date: 5/26/2020

EXHIBIT A – LICENSOR CONTENT

Pricing - Materials
The following is based on the above-mentioned timeline, as well as the following district demographics:

- 21,000 students
    - 8000 @ Junior High School
    - 13000 @ High School

Materials include:

ITEM	DESCRIPTION	TERM	UNITS	INCLUDED
MATHia Student License	MATHia per student license	1 YR	21,000	Included
			SOFTWARE TOTAL	$430,920.00

ITEM	DESCRIPTION	TERM	UNITS	INCLUDED
Print Student Edition	Student Edition Textbook (SE) plus online access to SE	1 YR	21,000	Included
			TEXTBOOK TOTAL	$388,500.00

SUBTOTAL:	$819,420.00
SHIPPING AND HANDLING:	$38,850.00
STATE SALES TAX:	$30,108.75
TOTAL:	$888,378.75

EXHIBIT B – FEES

Cost for one-year implementation including instructional materials, software licenses, and sales tax **$888,378.75**

EXHIBIT C – Payment Schedule

This constitutes an agreement between licensor and Anaheim Union High School District, whereby Anaheim Union High School District agrees to purchase products per the terms of this contract.

Purchasing Agent understands that this is a legally binding contract and certifies that they are authorized to act and sign on behalf of Anaheim Union High School District. This contract constitutes Anaheim Union High School Districts' agreement to the terms and conditions as outlined in the contract. No change to or modification of this order shall be binding unless agreed to by both parties in writing.

Anaheim Union High School District agrees to pay full amount listed below and per the terms of EXHIBIT B. In the event of any dispute, chargeback transaction, refusal of shipment, or unpaid balance, CUSTOMER shall be liable for applicable collection fees, court costs, and attorney's fees to the extent the Pennsylvania law will cover.

Payment Schedule:

Carnegie Learning will generate one invoice upon receipt of signed agreement. Carnegie Learning will not generate additional invoices reflecting future payments. Anaheim Union High School District is responsible for remitting future payments as outlined in this agreement.

Payment: To be paid 30 days following invoice. Total amount of payment 1: **$888,378.75**

Carnegie Learning Inc. Account Executive: Name: David Ware
Phone number: 949-632-4503   Email: dware@carnegielearning.com

Both customer signatures are required below.

CUSTOMER PURCHASING AGENT AUTHORIZATION:

I have read and agree to be bound by the terms and conditions as outlined above. I am authorized to encumber the school district for this purchase.

Print Name:

Title: School District:

Authorized Signature:

Date: Phone number:

CUSTOMER FINANCE DEPARTMENT AUTHORIZATION:

I have read and agree to be bound by the terms and conditions as outlined above. I am authorized to encumber the school district for this purchase.

Print Name:

Title:

Authorized Signature:

Date: _____ Phone number:

SELLER: Carnegie Learning Approvals:

Julie Katruska, CFO_____ Date: <u>6/24/2020</u>

CALIFORNIA STUDENT DATA PRIVACY

AGREEMENT Version 2.0 (September 26, 2018)

School District/Local Education Agency:

Anaheim Union High School District

AND

Provider:

Carnegie Learning. Inc

Date:

May 22, 2020

This California Student Data Privacy Agreement ("DPA") is entered into by and between the
Anaheim Union High School District

(hereinafter referred to as "LEA") and Carnegie Learning. Inc
(hereinafter referred to as "Provider") on May 22, 2020   . The Parties agree to
the terms as stated herein.

<div align="center">RECITALS</div>

WHEREAS, the Provider has agreed to provide the Local Education Agency ("LEA") with certain
digital educational services ("Services") pursuant to a contract dated
("Service Agreement"); and

May 22, 2020

WHEREAS, in order to provide the Services described in the Service Agreement, the Provider
may receive or create, and the LEA 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"), 15 U.S.C. 6501-6506; Protection of Pupil Rights Amendment ("PPRA") 20 U.S.C.
1232h; and

WHEREAS, the documents and data transferred from LEAs and created by the Provider's Services are
also subject to California state student privacy laws, including AB 1584, found at California
Education Code Section 49073.1 and the Student Online Personal Information Protection Act
("SOPIPA") found at California Business and Professions Code section 22584; and

WHEREAS, for the purposes of this DPA, Provider is a school official with legitimate educational
interests in accessing educational records pursuant to the Service Agreement; and

WHEREAS, the Parties wish to enter into this DPA to ensure that the Service Agreement conforms
to the requirements of the privacy laws referred to above and to establish implementing procedures
and duties; and

WHEREAS, the Provider may, by signing the "General Offer of Privacy Terms" (Exhibit "E"), agree to
allow other LEAs in California the opportunity to accept and enjoy the benefits of this DPA for
the Services described herein, without the need to negotiate terms in a separate DPA.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

ARTICLE I: PURPOSE AND SCOPE

1. **<u>Purpose of DPA</u>**. The purpose of this DPA is to describe the duties and responsibilities to
   protect student data transmitted to Provider from LEA pursuant to the Service Agreement,
   including compliance with all applicable statutes, including the FERPA, PPRA, COPPA,
   SOPIPA, AB 1584, and other applicable California State laws, all as may be amended from time
   to time. In performing these services, the Provider shall be considered a School Official with
   a legitimate educational interest, and performing services otherwise provided by the LEA.
   With respect to the use and maintenance of Student Data, Provider shall be under the direct
   control and supervision of the LEA.

<div align="center">2</div>

2. **Nature of Services Provided**. The Provider has agreed to provide the following digital educational products and services described below and as may be further outlined in Exhibit "A" hereto:

3. **Student Data to Be Provided**. The Parties shall indicate the categories of student data to be provided in the Schedule of Data, attached hereto as Exhibit "B".

4. **DPA Definitions**. The definition of terms used in this DPA is found in Exhibit "C". In the event of a conflict, definitions used in this DPA shall prevail over term used in the Service Agreement.

ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this Agreement in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEAs as it pertains to the use of Student Data notwithstanding the above. Provider may transfer pupil-generated content to a separate account, according to the procedures set forth below.

2. **Parent Access**. LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Student Data in the pupil's records, correct erroneous information, and procedures for the transfer of pupil-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a timely manner (and no later than 45 days from the date of the request) to the LEA's request for Student Data in a pupil's records held by the Provider to view or correct as necessary. In the event that a parent of a pupil or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If pupil generated content is stored or maintained by the Provider as part of the Services described in Exhibit "A", Provider shall, at the request of the LEA, transfer said pupil generated content to a separate student account upon termination of the Service Agreement; provided, however, such transfer shall only apply to pupil generated content that is severable from the Service.

4. **Third Party Request**. Should a Third Party, including law enforcement and government entities, contact Provider with a request for data held by the Provider pursuant to the Services, the Provider shall redirect the Third Party to request the data directly from the LEA. Provider shall notify the LEA in advance of a compelled disclosure to a Third Party.

5. **Subprocessors**. Provider shall enter into written agreements with all Subprocessors performing functions pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in manner consistent with the terms of this DPA.

ARTICLE III: DUTIES OF LEA

1. **Privacy Compliance**. LEA shall provide data for the purposes of the Service Agreement in compliance with FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Annual Notification of Rights**. If the LEA has a policy of disclosing education records under FERPA (4 CFR § 99.31 (a) (1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its Annual notification of rights.

3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted data.

4. **Unauthorized Access Notification**. LEA shall notify Provider promptly of any known or suspected unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance**. The Provider shall comply with all applicable state and federal laws and regulations pertaining to data privacy and security, including FERPA, COPPA, PPRA, SOPIPA, AB 1584 and all other California privacy statutes.

2. **Authorized Use**. The data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services stated in the Service Agreement and/or otherwise authorized under the statutes referred to in subsection (1), above. Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, meta data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA.

3. **Employee Obligation**. Provider shall require all employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the data shared under the Service Agreement.

4. **No Disclosure**. De-identified information may be used by the Provider for the purposes of development, research, and improvement of educational sites, services, or applications, as any other member of the public or party would be able to use de-identified data pursuant to 34 CFR 99.31(b). Provider agrees not to attempt to re-identify de-identified Student Data and not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to

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attempt re-identification, and (b) prior written notice has been given to LEA who has provided prior written consent for such transfer. Provider shall not copy, reproduce or transmit any data obtained under the Service Agreement and/or any portion thereof, except as necessary to fulfill the Service Agreement.

5. **Disposition of Data**. Upon written request and in accordance with the applicable terms in subsection a or b, below, Provider shall dispose or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained. Disposition shall include (1) the shredding of any hard copies of any Student Data; (2) Erasing; or (3) Otherwise modifying the personal information in those records to make it unreadable or indecipherable by human or digital means. Nothing in the Service Agreement authorizes Provider to maintain Student Data obtained under the Service Agreement beyond the time period reasonably needed to complete the disposition. Provider shall provide written notification to LEA when the Student Data has been disposed. The duty to dispose of Student Data shall not extend to data that has been de-identified or placed in a separate Student account, pursuant to the other terms of the DPA. The LEA may employ a "Request for Return or Deletion of Student Data" form, a copy of which is attached hereto as Exhibit "D". Upon receipt of a request from the LEA, the Provider will immediately provide the LEA with any specified portion of the Student Data within ten (10) calendar days of receipt of said request.

   a. **Partial Disposal During Term of Service Agreement.** Throughout the Term of the Service Agreement, LEA may request partial disposal of Student Data obtained under the Service Agreement that is no longer needed. Partial disposal of data shall be subject to LEA's request to transfer data to a separate account, pursuant to Article II, section 3, above.

   b. **Complete Disposal Upon Termination of Service Agreement.** Upon Termination of the Service Agreement Provider shall dispose or delete all Student Data obtained under the Service Agreement. Prior to disposition of the data, Provider shall notify LEA in writing of its option to transfer data to a separate account, pursuant to Article II, section 3, above. In no event shall Provider dispose of data pursuant to this provision unless and until Provider has received affirmative written confirmation from LEA that data will not be transferred to a separate account.

6. **Advertising Prohibition**. Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, advertising, or other commercial efforts by a Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from using Student Data for adaptive learning or customized student learning purposes.

ARTICLE V: DATA PROVISIONS

1. **Data Security**. The Provider agrees to abide by and maintain adequate data security measures, consistent with industry standards and technology best practices, to protect Student Data from unauthorized disclosure or acquisition by an unauthorized person. The general security duties of

Provider are set forth below. Provider may further detail its security programs and measures in Exhibit "F" hereto. These measures shall include, but are not limited to:

a. **Passwords and Employee Access**. Provider shall secure usernames, passwords, and any other means of gaining access to the Services or to Student Data, at a level suggested by the applicable standards, as set forth in Article 4.3 of NIST 800-63-3. Provider shall only provide access to Student Data to employees or contractors that are performing the Services. Employees with access to Student Data shall have signed confidentiality agreements regarding said Student Data. All employees with access to Student Records shall be subject to criminal background checks in compliance with state and local ordinances.

b. **Destruction of Data**. Provider shall destroy or delete all Student Data obtained under the Service Agreement when it is no longer needed for the purpose for which it was obtained, or transfer said data to LEA or LEA's designee, according to the procedure identified in Article IV, section 5, above. Nothing in the Service Agreement authorizes Provider to maintain Student Data beyond the time period reasonably needed to complete the disposition.

c. **Security Protocols**. Both parties agree to maintain security protocols that meet industry standards in the transfer or transmission of any data, including ensuring that data may only be viewed or accessed by parties legally allowed to do so. Provider shall maintain all data obtained or generated pursuant to the Service Agreement in a secure digital environment and not copy, reproduce, or transmit data obtained pursuant to the Service Agreement, except as necessary to fulfill the purpose of data requests by LEA.

d. **Employee Training**. The Provider shall provide periodic security training to those of its employees who operate or have access to the system. Further, Provider shall provide LEA with contact information of an employee who LEA may contact if there are any security concerns or questions.

e. **Security Technology**. When the service is accessed using a supported web browser, Provider shall employ industry standard measures to protect data from unauthorized access. The service security measures shall include server authentication and data encryption. Provider shall host data pursuant to the Service Agreement in an environment using a firewall that is updated according to industry standards.

f. **Security Coordinator**. If different from the designated representative identified in Article VII, section 5, Provider shall provide the name and contact information of Provider's Security Coordinator for the Student Data received pursuant to the Service Agreement.

g. **Subprocessors Bound**. Provider shall enter into written agreements whereby Subprocessors agree to secure and protect Student Data in a manner consistent with the terms of this Article V. Provider shall periodically conduct or review compliance

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monitoring and assessments of Subprocessors to determine their compliance with this Article.

    h. Periodic Risk Assessment. Provider further acknowledges and agrees to conduct digital and physical periodic (no less than semi-annual) risk assessments and remediate any identified security and privacy vulnerabilities in a timely manner.

2. <u>Data Breach</u>. In the event that Student Data is accessed or obtained by an unauthorized individual, Provider shall provide notification to LEA within a reasonable amount of time of the incident, and not exceeding forty-eight (48) hours. Provider shall follow the following process:

    a. The security breach notification shall be written in plain language, shall be titled "Notice of Data Breach," and shall present the information described herein under the following headings: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information." Additional information may be provided as a supplement to the notice.

    b. The security breach notification described above in section 2(a) shall include, at a minimum, the following information:

        i. The name and contact information of the reporting LEA subject to this section.
        ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
        iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice.
        iv. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided.
        v. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

    c. At LEA's discretion, the security breach notification may also include any of the following:

        i. Information about what the agency has done to protect individuals whose information has been breached.
        ii. Advice on steps that the person whose information has been breached may take to protect himself or herself.

    d. Provider agrees to adhere to all requirements in applicable State and in federal law with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.

e. Provider 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 Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a copy of said written incident response plan.

f. Provider is prohibited from directly contacting parent, legal guardian or eligible pupil unless expressly requested by LEA. If LEA requests Provider's assistance providing notice of unauthorized access, and such assistance is not unduly burdensome to Provider, Provider shall notify the affected parent, legal guardian or eligible pupil of the unauthorized access, which shall include the information listed in subsections (b) and (c), above. If requested by LEA, Provider shall reimburse LEA for costs incurred to notify parents/families of a breach not originating from LEA's use of the Service.

g. In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

ARTICLE VI- GENERAL OFFER OF PRIVACY TERMS

Provider may, by signing the attached Form of General Offer of Privacy Terms (General Offer, attached hereto as Exhibit "E"), be bound by the terms of this DPA to any other LEA who signs the acceptance on in said Exhibit. The Form is limited by the terms and conditions described therein.

ARTICLE VII: MISCELLANEOUS

1. **Term**. The Provider shall be bound by this DPA for the duration of the Service Agreement or so long as the Provider maintains any Student Data. .

2. **Termination**. In the event that either party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. LEA shall have the right to terminate the DPA and Service Agreement in the event of a material breach of the terms of this DPA.

3. **Effect of Termination Survival**. If the Service Agreement is terminated, the Provider shall destroy all of LEA's data pursuant to Article V, section 1(b), and Article II, section 3, above.

4. **Priority of Agreements**. This DPA shall govern the treatment of student data in order to comply with privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the DPA and the Service Agreement, the DPA shall apply and take precedence. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

5. **Notice**. All notices or other communication required or permitted to be given hereunder must be in writing and given by personal delivery, or e-mail transmission (if contact information is

provided for the specific mode of delivery), or first-class mail, postage prepaid, sent to the designated representatives before:

a. Designated Representatives

The designated representative for the LEA for this Agreement is:

Name: _____
Title: _____

Contact Information:

_____
_____
_____

The designated representative for the Provider for this Agreement is:

Name: _____
Title: _____

Contact Information:

_____
_____
_____

b. Notification of Acceptance of General Offer of Terms. Upon execution of Exhibit E, General Offer of Terms, Subscribing LEA shall provide notice of such acceptance in writing and given by personal delivery, or e-mail transmission (if contact information is provided for the specific mode of delivery), or first-class mail, postage prepaid, to the designated representative below.

The designated representative for the notice of acceptance of the General Offer of Privacy Terms is:

Name: _____
Title: _____

Contact Information:

_____
_____
_____

6. **Entire Agreement**. This DPA constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes all prior communications, representations, or agreements, oral or written, by the parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and

either retroactively or prospectively) only with the signed written consent of both parties. Neither failure nor delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.

7. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.

8. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THIS AGREEMENT IS EXECUTED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY IN WHICH THIS AGREEMENT IS FORMED FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9. **Authority.** Provider represents that it is authorized to bind to the terms of this Agreement, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or contractors who may have access to the Student Data and/or any portion thereof, or may own, lease or control equipment or facilities of any kind where the Student Data and portion thereof stored, maintained or used in any way. Provider agrees that any purchaser of the Provider shall also be bound to the Agreement.

10. **Waiver**. No delay or omission of the LEA to exercise any right hereunder shall be construed as a waiver of any such right and the LEA reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

11. **Successors Bound**. This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties have executed this California Student Data Privacy Agreement as of the last day noted below.

Provider: Carnegie Learning. Inc

BY: _____ Date: _____5. 22. 20_____

Printed Name: _Peter Lalasse_ Title/Position: __CPO_____

Local Education Agency: Anaheim Union High School District

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

Note: Electronic signature not permitted.

EXHIBIT "A"

DESCRIPTION OF SERVICES

[INSERT DETAILED DESCRIPTION OF PRODUCTS AND SERVICES HERE. IF MORE THAN ONE PRODUCT OR SERVICE IS INCLUDED, LIST EACH PRODUCT HERE]

EXHIBIT "B"

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.	
	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:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications that are captured (emails, blog entries)	

Conduct	Conduct or behavioral data	
Demographics	Date of Birth	
	Place of Birth	
	Gender	
	Ethnicity or race	
	Language information (native, preferred or primary language spoken by student)	
	Other demographic information- Please specify:	
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information- Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	

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Category	Field	Mark
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	
	Low income status	
	Medical alerts /health data	
	Student disability information	
	Specialized education services (IEP or 504)	
	Living situations (homeless/foster care)	
	Other indicator information- Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID	X

Category	Field	Mark
	number	
	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)	x
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures etc.	x
	Other student	

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	work data - Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/perfor-mance 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	Please list each additional data element used, stored or collected by your application	

No Student Data Collected at this time _____.
*Provider shall immediately notify LEA if this designation is no longer applicable.

OTHER: Use this box, if more space needed.

EXHIBIT "C"

DEFINITIONS

AB 1584, Buchanan: The statutory designation for what is now California Education Code § 49073.1, relating to pupil records.

De-Identifiable Information (DII): De-Identification refers to the process by which the Provider removes or obscures any Personally Identifiable Information ("PII") from student records in a way that removes or minimizes the risk of disclosure of the identity of the individual and information about them.

Educational Records: Educational Records are official records, files and data directly related to a student and maintained by the school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs. For purposes of this DPA, Educational Records are referred to as Student Data.

NIST: Draft National Institute of Standards and Technology ("NIST") Special Publication Digital Authentication Guideline.

Operator: The term "Operator" means the operator of an Internet Website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K–12 school purposes and was designed and marketed for K–12 school purposes. For the purpose of the Service Agreement, the term "Operator" is replaced by the term "Provider." This term shall encompass the term "Third Party," as it is found in applicable state statutes.

Personally Identifiable Information (PII): The terms "Personally Identifiable Information" or "PII" shall include, but are not limited to, student data, metadata, and user or pupil-generated content obtained by reason of the use of Provider's software, website, service, or app, including mobile apps, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians. PII includes Indirect Identifiers, which is any information that, either alone or in aggregate, would allow a reasonable person to be able to identify a student to a reasonable certainty. For purposes of this DPA, Personally Identifiable Information shall include the categories of information listed in the definition of Student Data.

Provider: For purposes of the Service Agreement, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Pupil Generated Content: The term "pupil-generated content" means materials or content created by a pupil during and for the purpose of education including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of pupil content.

Pupil Records: Means both of the following: (1) Any information that directly relates to a pupil that is maintained by LEA and (2) any information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employee. For the purposes of this Agreement, Pupil Records shall be the same as Educational Records, Student Personal Information and Covered Information, all of which are deemed Student Data for the purposes of this Agreement.

Service Agreement: Refers to the Contract or Purchase Order to which this DPA supplements and modifies.

School Official: For the purposes of this Agreement and pursuant to 34 CFR 99.31 (B), a School Official is a contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) Is subject to 34 CFR 99.33(a) governing the use and re-disclosure of personally identifiable information from student records.

SOPIPA: Once passed, the requirements of SOPIPA were added to Chapter 22.2 (commencing with Section 22584) to Division 8 of the Business and Professions Code relating to privacy.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, home address, telephone number, email address, or other information allowing online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, food purchases, political affiliations, religious information text messages, documents, student identifies, search activity, photos, voice recordings or geolocation information. Student Data shall constitute Pupil Records for the purposes of this Agreement, and for the purposes of California and federal laws and regulations. Student Data as specified in Exhibit "B" is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or de-identified, or anonymous usage data regarding a student's use of Provider's services.

SDPC (The Student Data Privacy Consortium): Refers to the national collaborative of schools, districts, regional, territories and state agencies, policy makers, trade organizations and marketplace providers addressing real-world, adaptable, and implementable solutions to growing data privacy concerns.

Student Personal Information: "Student Personal Information" means information collected through a school service that personally identifies an individual student or other information collected and maintained about an individual student that is linked to information that identifies an individual student, as identified by Washington Compact Provision 28A.604.010. For purposes of this DPA, Student Personal Information is referred to as Student Data.

Subscribing LEA: An LEA that was not party to the original Services Agreement and who accepts the Provider's General Offer of Privacy Terms.

Subprocessor: For the purposes of this Agreement, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its software, and who has access to PII.

Targeted Advertising: Targeted advertising means presenting an advertisement to a student where the selection of the advertisement is based on student information, student records or student generated content or inferred over time from the usage of the Provider's website, online service or mobile application by such student or the retention of such student's online activities or requests over time.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. However, for the purpose of this Agreement, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

Anaheim Union High School District directs Carnegie Learning. Inc to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

Extent of Disposition Disposition shall be:	_____ Partial. The categories of data to be disposed of are as follows: _____ Complete. Disposition extends to all categories of data.
Nature of Disposition Disposition shall be by:	_____ Destruction or deletion of data. _____ Transfer of data. The data shall be transferred as set forth in an attachment to this Directive. Following confirmation from LEA that data was successfully transferred, Provider shall destroy or delete all applicable data.
Timing of Disposition Data shall be disposed of by the following date:	_____ As soon as commercially practicable _____ By (Insert Date) _____

_____   _____
Authorized Representative of LEA   Date

                                                         5.22.20

_____   _____
Verification of Disposition of Data   Date
by Authorized Representative of Provider

EXHIBIT "E"

GENERAL OFFER OF PRIVACY TERMS

1. Offer of Terms

Provider offers the same privacy protections found in this DPA between it and Anaheim Union High
and which is dated May 22, 2020 to any other LEA ("Subscribing LEA") who accepts this
General Offer though its signature below. This General Offer shall extend only to privacy protections
and Provider's signature shall not necessarily bind Provider to other terms, such as price, term, or
schedule of services, or to any other provision not addressed in this DPA. The Provider and the other
LEA may also agree to change the data provided by LEA to the Provider in Exhibit "B" to suit the
unique needs of the LEA. The Provider may withdraw the General Offer in the event of: (1) a
material change in the applicable privacy statutes; (2) a material change in the services and
products subject listed in the Originating Service Agreement; or three (3) years after the date of
Provider's signature to this Form. Provider shall notify CETPA in the event of any withdrawal
so that this information may be transmitted to the Alliance's users.

Provider: Carnegie Learning. Inc

BY: _Pat / Ih_____ Date: _5.22.20_____

Printed Name: _Peter LaCasse_ Title/Position: _CPO_____

2. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below,
accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be
bound by the same terms of this DPA.

Subscribing LEA:

BY: _____ Date: _____

Printed Name: _____ Title/Position: _____

**TO ACCEPT THE GENERAL OFFER, THE SUBSCRIBING LEA MUST DELIVER THIS
SIGNED EXHIBIT TO THE PERSON AND EMAIL ADDRESS LISTED BELOW**

Name: _____

Title: _____

Email Address: _____

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EXHIBIT "F" DATA SECURITY REQUIREMENTS

[INSERT ADDITIONAL DATA SECURITY REQUIREMENTS HERE]

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