

## **Agreement College and Career Readiness Software Platform**

This Agreement (“Agreement”, as further defined in the paragraph immediately below) is entered into and effective on the last date that the Agreement is fully executed by the Parties (as defined herein below) by and between **Denton Independent School District**, an educational institution (“**Institution**”), and **SchooLinks, Inc.**, a business entity (“**SchooLinks**”). Institution and SchooLinks (collectively “Parties” and singularly a “Party”) agree as follows:

This Agreement consists of the Signature Page and the following: The Terms and Conditions set forth below and all contents hereof in the attachments:

- **Data Sharing Agreement (Exhibit A)**
- **Quote (Exhibit B)**

### **Terms and Conditions**

1. **SCOPE OF WORK.** SchooLinks agrees to provide the services and products listed in Exhibit B, in a prompt, timely and professional manner. SchooLinks agrees services will not begin and payments will not be made by Institution until the Agreement is fully executed, a purchase order has been issued by Institution to SchooLinks and an invoice has been submitted by SchooLinks to Institution.
2. **TERM OF AGREEMENT.** Subject to Section 4, the term of this agreement shall begin upon full execution of this Agreement and continue **through June 30<sup>th</sup>, 2024** unless otherwise terminated according to Section 4.
3. **FEES.** Certain websites or features of SchooLinks are outside of Scope of Work, and may require a fee for access or use. Such fees are subject to the provisions of this section.
  - 3.1. **CHARGES AND PAYMENTS.** Institution will pay all fees or charges to its account in accordance with the Texas Prompt Payment Act (Exhibit B). Service fees are non-refundable whether or not Institution actively uses the Service. Institution may add additional, optional features by request. SchooLinks reserves the right to change the fees, applicable charges and usage policies and to introduce new charges at any time, upon at least sixty (60) days prior notice to Institution; provided, however that the Institution will have sixty (60) days from receipt of notification of such rate change to cancel services under this contract, and such fees shall not become effective for Institution for services then in effect on Institution’s account until the next renewal period for Institution’s account.

- 3.2. **BILLING AND RENEWAL.** SchoolLinks charges in advance for use of the Services, unless otherwise noted herein. SchoolLinks will notify Institution of the opportunity to renew the Service approximately ninety (90) days or more prior to the subscription expiration date. Service fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Institution shall be responsible for payment of all such taxes, levies, or duties as may be applicable to the Service fees (exclusive of any taxes or similar fees that may be imposed on the net income of SchoolLinks). This agreement will automatically renew at the end of each term for a further term of 1 year unless either party gives the other written notice of termination at least 90 days prior to the end of the relevant term.
- 3.3. **BILLING INFORMATION.** Institution agrees to provide SchoolLinks with complete and accurate billing and contact information. This information includes legal name, street address, e-mail address, and name and telephone number of an authorized billing contact. Institution agrees to update this information within thirty (30) days of any change to it.
- 3.4. **NON-PAYMENT AND SUSPENSION OF ACCESS AND SERVICE.** Institution's account will be considered delinquent if payment in full is not received within sixty (60) days of the date of an invoice. SchoolLinks reserves the right to suspend or terminate this Agreement and Institution's and Institution's Users access to the Service if Institution's account becomes delinquent. Delinquent invoices are subject to an interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Institution will continue to be charged during any period of suspension. If Institution or SchoolLinks initiates termination of this Agreement, Institution will be obligated to pay balances due as of the date of termination. Institution agrees that SchoolLinks may bill Institution for such unpaid fees. SchoolLinks also reserves the right to impose a separate reconnection fee should Institution thereafter again request access to the Service.
4. **TERMINATION OF AGREEMENT.** Except as otherwise allowed below, this Agreement shall automatically renew according to section 3.2, unless extended by written mutual agreement of Institution and SchoolLinks at the time final service is completed.
- 4.1. **TERMINATION FOR CAUSE.**
- 4.1.1. Any breach of payment obligations or unauthorized use of the Service by Institution or User will be deemed a material breach of this Agreement. SchoolLinks, in its sole discretion, may terminate Institution's and Users' passwords, accounts or use of the Service if Institution or Users breach or otherwise fails to comply with this Agreement

4.1.2. If SchoolLinks becomes insolvent or the subject of any proceeding under bankruptcy, insolvency or receivership law or makes an assignment for the benefit of creditors, Institution shall thereupon have the right to terminate this Agreement by giving thirty (30) days written notice of such termination and specifying the effective date.

#### 4.2. **DATA RETENTION.**

4.2.1. SchoolLinks agrees and acknowledges that Institution owns all Institution and User data hosted on the service by SchoolLinks. Institution agrees and acknowledges that SchoolLinks has no obligation to retain Institution Data, and may delete Institution Data, more than thirty (30) days after termination. Upon termination of this Agreement, or at the discretion of Institution, Institution may request in writing that Institution Data be deleted, and SchoolLinks shall comply with such written request within thirty (30) days after termination. SchoolLinks has no obligation to retain Institution Data if Institution has materially breached this Agreement and such breach has not been cured within thirty (30) days of notice of such breach. SchoolLinks has no obligation to retain Institution Data if the account is delinquent, and such Institution Data may be irretrievably deleted. Prior to deletion, SchoolLinks will transfer Institution Data to Institution within thirty (30) days.

4.2.2. In the event that a student graduates or withdraws from the Institution, SchoolLinks shall obtain separate and specific written confirmation from a legal guardian or student 18 years of age or older evidencing consent for that Information to be safely stored and maintained.

### 5. **INSTITUTION AND USER RESPONSIBILITIES**

5.1. **INSTITUTION RESPONSIBILITIES.** Institution is responsible for any and all activities (other than User purchases) that occur under Institution's and its Users' accounts. Institution shall: (i) maintain the confidentiality of Users' names and passwords; (ii) notify SchoolLinks immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to SchoolLinks immediately and use reasonable efforts to stop immediately any use of the Service inconsistent with the terms of the License provided in Section 3 herein that is known or suspected by Institution; (iv) assure that use of the Service shall at all times comply with all applicable local, state, federal, and international laws, regulations, and conventions, including without limitation those related to data collection, use, disclosure and privacy; international communications; and the exportation of technical or personal data; (v) assure that use of the Service shall at all times conform to the terms and conditions of this Agreement; and (vi) not impersonate another user of the Service or provide

false identity information to gain access to or use the Service.

**5.2. USER RESPONSIBILITIES.** Users are responsible for any and all activities that occur under their accounts. Users shall: (i) maintain the confidentiality of their names and passwords; (ii) notify Institution who provides Users' access immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (iii) report to Institution who provides Users' access immediately and use reasonable efforts to stop immediately any use of the Service inconsistent with the terms of the License provided in Section 3 herein that is known or suspected by Users; (iv) use the Service in compliance with all applicable local, state, federal, and international laws, regulations, and conventions, as well as with the terms and conditions of this Agreement; and (v) not impersonate another user of the Service or provide false identity information to gain access to or use the Service. Users will not attempt to change any fields that are not intended for User modification. Any attempt by Users to view or manipulate the records of another User will be deemed a material breach and, in addition to exercising its termination rights under this Agreement, SchoolLinks may, in its discretion, inform any relevant authorities.

## 6. SECURITY.

6.1. The Service has security measures in place to help protect against the loss, misuse, and alteration of the data under SchoolLinks's control. When the Service is accessed using a supported web browser, Secure Socket Layer (SSL) technology protects information using both server authentication and data encryption to help ensure that data are safe, secure, and available only to authorized users. SchoolLinks also implements an advanced security method based on dynamic data and encoded session identifications, and hosts the Service in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Finally, the Service requires unique account identifiers, usernames, and passwords that must be entered each time a Institution or User signs on. These safeguards help to prevent unauthorized access, maintain data accuracy, and ensure the appropriate use of data. The Internet, however, is not perfectly secure and SchoolLinks shall not be responsible for security breaches not reasonably within its control.

6.2. In the event of unauthorized access to Institution personal information, SchoolLinks shall provide notice to Institution within forty-eight (48) hours of discovery and the unauthorized access and in accordance with applicable laws, and will reasonably cooperate with Institution in providing any required notice to Institution End Users. SchoolLinks shall also provide Institution with information

regarding the nature and scope of the unauthorized access, steps taken to mitigate the incident and safeguards to prevent similar incidents in the future.

- 6.3. **FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA").** In the event Institution is subject to the provisions of the Family Educational Rights and Privacy Act (FERPA), the Parties agree as follows: (A) Institution appoints SchoolLinks as a "school official" as that term is used in FERPA §99.7(a)(3)(iii) and 99.31 (a)(1) and as interpreted by the Family Policy Compliance Office, and determines that SchoolLinks has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. (B) SchoolLinks acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from Institution by SchoolLinks in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill SchoolLinks' responsibilities under the Agreement. In accordance with FERPA, the Parties agree that any consents to disclose information may be made electronically.
7. **ENTIRE AGREEMENT AND AMENDMENT.** This agreement constitutes the entire Agreement of the Parties, and it may not be changed, altered, amended, modified, or rescinded except by written agreement signed by the duly authorized representatives of the Parties.
8. **ASSIGNMENT.** Neither Party shall assign this Agreement without the other Party's prior written consent; except that SchoolLinks may assign this Agreement without Institution's consent to an entity: possessing a controlling interest in SchoolLinks; that is under common control with SchoolLinks; or in which SchoolLinks possesses a controlling interest. Irrespective of any assignment authorized by this Section, SchoolLinks shall be legally bound by and subject to the Agreement, and any permitted SchoolLinks assignee shall accept such assignment with the express written acknowledgement that it shall be bound by all terms and obligations set forth in this Agreement. Any prohibited assignment shall be void. This Agreement inures to the benefit of and will be binding upon Institution and SchoolLinks and their respective successors and permitted assigns.
9. **FORCE MAJEURE.** Neither Party shall be liable for any delay or failure in performance due to acts of nature, terrorism, labor disputes, riots, war, fire, epidemics, disruption of utility services or other similar occurrences that are beyond its reasonable control ("Force Majeure"). However, in order to avail itself of such excuse, the Party must act diligently to remedy the cause of and to mitigate the impact of the delay or failure.
10. **DISPUTE RESOLUTION.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall

use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the Parties shall consult and negotiate with each other in good faith, and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties.

11. **CHOICE OF LAW AND SEVERABILITY.** This Agreement shall be interpreted in accordance with the laws of the State of Texas without giving effect to provisions governing the choice of law. If any provision of this Agreement is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, the invalid, illegal, or unenforceable provision shall be severed from the remainder of this Agreement, and the remainder of this Agreement shall be enforced, except as modified to the minimum extent necessary to render the provision valid and enforceable.

**Denton Independent School District**

**SchooLinks, Inc.**

\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

Barbara Burns, President Board of Trustees  
\_\_\_\_\_  
Print Name, Title

Katie Fang, CEO  
\_\_\_\_\_  
Print Name, Title

April 13, 2021  
\_\_\_\_\_  
Date

3/3/2021  
\_\_\_\_\_  
Date

## **Exhibit A - Data Sharing Agreement**

This Data Sharing Agreement (the “Agreement”) is made between SchoolLinks, Inc. (“SchoolLinks”) and **Denton Independent School District** (the “Institution”). Institution and SchoolLinks will be collectively referred to as the “Parties.”

### **1. DEFINITION, USE, AND TREATMENT OF DATA.**

- 1.1. “Data” shall include, but is not limited to, the following: student data, employee data, metadata, user content, course content, materials, and any and all data and information that Institution (or any authorized end user(s)) uploads or enters through their use of the product. “Data” also specifically includes all personally identifiable information in education records, directory data, and other non-public information.
- 1.2. Institution owns and retains all rights, title and interest to, or has appropriate possessory rights in, Data. SchoolLinks makes no claim of license, title or ownership to or in Data.
- 1.3. All Data accessed or used by the SchoolLinks shall at all times be treated as confidential by SchoolLinks and shall not be copied, used or disclosed by SchoolLinks for any purpose not related to providing services to Institution. As outlined in more detail below, SchoolLinks recognizes that personally identifiable information is protected against disclosure by Federal and State Statutes and Regulations, and SchoolLinks agrees to comply with said restrictions.

### **2. PURPOSE, SCOPE, AND DURATION.**

- 1.1. For SchoolLinks to provide services to Institution it may become necessary for Institution to share certain Data related to Institution’s students, employees, business practices, and/or intellectual property.
- 1.2. The Parties acknowledge that Institution is subject to the Family Educational Rights and Privacy Act (20 U.S.C. 12332(g)) (“FERPA”), which federal law and supporting regulations generally address certain obligations of an educational agency or institution that receives federal funds regarding disclosure of personally identifiable information in education records. The Parties agree that SchoolLinks is a “school official” under FERPA and has a legitimate educational interest in personally identifiable information from education records because SchoolLinks: (1) provides a service or function for which Institution would

otherwise use employees; (2) is under the direct control of Institution with respect to the use and maintenance of education records; and (3) is subject to the requirements of FERPA governing the use and redisclosure of personally identifiable information from education records.

- 1.3. The parties expect and anticipate that SchoolLinks may receive personally identifiable information in education records from Institution only as an incident of service or training that SchoolLinks provides to Institution pursuant to this Agreement. SchoolLinks shall be permitted to use any such personally identifiable information in education records as a function of performing its duties and obligations. SchoolLinks represents that it shall not use or further disclose any personally identifiable information in education records other than as a function of performing its duties and obligations.
- 1.4. This agreement becomes effective immediately upon the date of execution and shall remain in effect during the time that SchoolLinks provides services to Institution. SchoolLinks agrees to use said Data solely for the purposes of providing services to Institution.
- 1.5. At the conclusion of this agreement SchoolLinks agrees to destroy or transfer to Institution under the direction of Institution all Data relating to Institution upon request, its students, and its employees that SchoolLinks may have in its possession or in the possession of any subcontractors or agents to which the SchoolLinks may have transferred Data.
2. **DATA COLLECTION.** SchoolLinks will only collect Data necessary to fulfill its duties as outlined in this Agreement.
3. **DATA USE.** SchoolLinks will use Data strictly for the purpose of fulfilling its duties providing services, and improving services under this Agreement.
4. **DATA DE-IDENTIFICATION.** SchoolLinks may use de-identified Data for product development, research, or other purposes. De-identified Data will have all direct and indirect personal identifiers removed. This includes, but is not limited to, name, identification numbers, dates of birth, demographic information, location information, and school identification. Further, SchoolLinks agrees not to attempt to re-identify de-identified Data and not to transfer de-identified Data to any party authorized to receive such Data pursuant to this Agreement unless that party agrees not to attempt re-identification.
5. **MARKETING AND ADVERTISING PROHIBITED.** SchoolLinks shall not use any Data to advertise or market to students, their parents, or District employees or officials.



6. **ACCESS.** Any Data held by SchoolLinks will be made available to Institution immediately upon request by Institution.
7. **SECURITY CONTROLS.** SchoolLinks shall take all reasonable measures to store and process Data. This includes implementing appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure and use.
8. **NOTIFICATION OF DATA BREACH.**
  - 8.1. When SchoolLinks becomes aware of a disclosure or security breach concerning any Data covered by this Agreement, SchoolLinks shall immediately notify Institution and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible.
  - 8.2. The Parties agree that any breach of the privacy and/or confidentiality obligation set forth in the Agreement may, at Institution's discretion, result in Institution immediately terminating this Agreement.
9. **SEVERABILITY.** The provisions of this Agreement are severable. If a court of competent jurisdiction determines that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity or enforceability of the other provisions of the Agreement.
10. **ENTIRE AGREEMENT.** This document states the entire agreement between SchoolLinks and Institution with respect to its subject matter supersedes any previous and contemporaneous or oral representations, statements, negotiations, or agreements. This Agreement is governed by the laws of the State of Texas. Venue shall lie in Travis County, Texas, for any dispute arising out of this Agreement.

**Exhibit B – Quote**



SchoolLinks, a Modern College & Career Readiness Platform

Denton ISD

**Quote Details**

Create Date: 11/16/2020 Prepared By: Katie Fang

**Notes**

QUOTE FOR  
Grades: 6th - 12th grade at 8 middle schools and 4 high schools  
Total license: 16,253 licenses

<b>Subscription Terms</b>	<b>Payment Frequency</b>	<b>Payment Terms</b>
3 Years	Annual	Net 30



Year 0	Unit Cost	Unit	Quantity	Subtotal
<b>First Year Implementation: Tier 2</b> <ul style="list-style-type: none"> <li>• Pre-built Lesson Plans</li> <li>• PGP Configuration</li> <li>• CCMR configuration</li> <li>• Unlimited Implementation Calls/Webinars</li> <li>• SSO (Clever, ClassLink, Google)</li> <li>• Self-serve Data Uploader</li> <li>• SFTP/API Automated Data Upload</li> <li>• Data Migration</li> <li>• State Accountability Indicator Configuration</li> <li>• Dedicated Implementation Manager</li> </ul>	\$4,800.00	First Year	1	\$4,800.00
<b>Course Catalog Loading &amp; Configuration (Year 1)</b> <ul style="list-style-type: none"> <li>• CTE Pathway Configuration</li> <li>• Linking to CCMR</li> <li>• Course catalog audit</li> <li>• Course catalog loading &amp; configuration</li> <li>• Pathway management</li> <li>• Teacher demand forecast</li> </ul>	\$15,000.00	First Year	1	\$15,000.00
<b>Application &amp; Transcript Manager - L</b> Unlimited send per high school (enrollment more than 1000)	\$1,500.00	Year	4	\$6,000.00
<b>Year Round Support &amp; Self-Paced Training: Tier 2</b> <ul style="list-style-type: none"> <li>• Year Round Live Chat</li> <li>• Online Course &amp; Certification</li> <li>• Self-serve Help Center</li> <li>• Communal Training Webinar</li> <li>• Email Support</li> <li>• Phone Support</li> </ul>	\$4,800.00	Year	1	\$4,800.00
<b>On Site Training &amp; Consulting</b> Note: Can be transferred to year 1	\$2,500.00	Person Day	2	\$5,000.00
Virtual Reality Goggles	\$0.00	Pair	100	\$0.00

Subtotal **\$35,600.00**

**Total \$35,600.00**



SchoolLinks, a Modern College & Career Readiness Platform

Year 1 and Ongoing Renewal (7/1 - 6/30)	Unit Cost	Unit	Quantity	Subtotal
<b>Comprehensive License</b> This license type offers all features SchoolLinks has to offer including course planner and state accountability driven key readiness indicators.  All parents and staff accounts are included.	\$5.00	Student	16,253	\$81,265.00
<b>NSC Student Tracker</b>	\$425.00	Year	4	\$1,700.00
<b>Application &amp; Transcript Manager - L</b> Unlimited send per high school (enrollment more than 1000)	\$1,500.00	Year	4	\$6,000.00
<b>Year Round Support &amp; Self-Paced Training: Tier 2</b> <ul style="list-style-type: none"> <li>• Year Round Live Chat</li> <li>• Online Course &amp; Certification</li> <li>• Self-serve Help Center</li> <li>• Communal Training Webinar</li> <li>• Email Support</li> <li>• Phone Support</li> </ul>	\$4,800.00	Year	1	\$4,800.00
<b>On Site Training &amp; Consulting</b>	\$2,500.00	Person Day	1	\$2,500.00

Subtotal **\$96,265.00**

**Total \$96,265.00**

### Optional Add-Ons

Item	Price	Unit
NSC Student Tracker	\$425	High School
On Site Training & Consulting	\$2,500	Person day
<b>Test Prep</b> Price varies based on quantity, min 15 license required.	\$3-30	Student/building
Application & Transcript Manager	\$1500	Per building per Year
Virtual Reality Goggles	\$25	Pair