



**Meeting Date:** February 18, 2021

**Submitted By:** Rebecca Robinson

**Title:** Deputy Superintendent of Teaching and Learning

**Agenda Item:** Consider and take action regarding approving the EVERFI, Inc. Agreement and the Judson ISD, on behalf of itself and each of its participating schools (collectively, "District").

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board approve EVERFI, Inc. and the Judson Independent School District Memorandum of Understanding.

### **IMPACT/RATIONALE:**

EVERIFI, Inc. will provide digital curriculum, professional development, student progress and technical assistance within the District at no cost. The curriculum consists of bullying prevention, college & career courses, mental wellness and other topics that will be available throughout the school year & in the summer.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**

## **EVERFI, Inc. and the Judson Independent School District Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (the “*Agreement*”) is made and entered into as of the 1<sup>st</sup> day of February, 2021 (the “*Effective Date*”), by and between EVERFI, Inc. (“EVERFI”) and the Judson Independent School District, on behalf of itself and each of its participating schools (collectively, “District”). For purposes of this Agreement, EVERFI and the District shall be referred to individually as a “Party” and collectively as the “Parties”.

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

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

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

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

### **Responsibilities of EVERFI:**

EVERFI shall:

- Provide EverFi's sponsored digital curriculum to schools within the District at no cost. This curriculum will be available the entire school year and in the summer, and the specific resources and objectives can be found at [www.EVERFI.com/k12](http://www.EVERFI.com/k12).
- Provide free professional development (PD) for teachers. EVERFI can deliver PD on an individual teacher/school basis or large group basis. Large group PD’s are preferred.
- Provide real-time data for teachers on student progress via a digital teacher dashboard.
- Provide timely support to teachers regarding implementation or technical questions related to its digital curriculum.
- Provide an annual Impact Report to the District highlighting the impact of the curriculum.
- Provide opportunities for schools, as available, to interact with program sponsors, including special events, classroom visits, and other opportunities.
- Include District teachers and administrators in webinars and other events hosted by EVERFI about life skills for students.
- Provide the District with marketing materials to promote the program and its impact, including press releases, social media guides, and more.
- Meet high standards for student data privacy – EVERFI’s K12 policy is outlined in Exhibit A.
- Provide the District with an EVERFI point of contact for the program and for any contract related questions.
- Provide access to EVERFI’s curriculum through the District’s SSO provider.

## **Responsibilities of the District:**

The District shall:

- Identify an overall point person for EVERFI to coordinate an annual meeting and other partnership details.
- Identify additional points of contact, for each subject area, who can help determine the appropriate placement for EVERFI sponsored learning courses. The placement of the courses will aim to reach the most students and achieve the best student outcomes.
- Invite EVERFI staff to present at relevant teacher PD's throughout the school year or help set up other means of training teachers.
- Meet with EVERFI staff annually over the summer to review the results of the annual Impact Report and to discuss the partnership for the following school year.
- Complete an annual survey providing feedback to EVERFI staff about the partnership.
- As District deems appropriate, share elements of the partnership via social media and other outlets or provide a thank you or recognition to the sponsors funding EVERFI's programs.
- Ensure that EVERFI has teacher and student SIS information for all relevant grades and subject areas prior to the beginning of each school year. This information will be used by EVERFI to provide teachers and students access to the EVERFI curriculum through the district's single-sign-on. See exhibit B for EVERFI's full K12 data sharing agreement.

## **Term:**

This Agreement is for the entire school year and will renew automatically each year on July 1<sup>st</sup> for the upcoming and academic year unless EVERFI or the District give one month notice of termination. Both EVERFI and the District also reserve the right to terminate this Agreement upon thirty (30) days prior written notice if the other Party fails to perform the terms and conditions in this Agreement.

## **Mutual Protections:**

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

Except as required by law, neither Party shall be liable to the other for consequential, special, punitive, incidental or indirect damages whether arising in contract, in tort or otherwise in connection with performance or failure to perform the Agreement.

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

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

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

This Agreement may be executed in any number of counterparts.

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

**EVERFI, INC.**

Signed: 

Print: **Kevin Mechenbier**

Title: **Director, K-12 Programs**

Date: **1/13/2021**

**Judson Independent School District**

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### EVERFI K12 Data Privacy Policy

#### Overview

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

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

Both of these regulations address third party handling of Personally Identifiable Information (PII) and Education Records. EVERFI collects a narrow set of PII, referred to as "Directory Information" under FERPA. Schools have the right to share this information with EVERFI, and EVERFI has the right to store this information so long as the information is not disclosed to third parties, and there are proper measures in place to delete all records upon request.

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

#### PII Related Data Being Stored (K-12)

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

#### General Privacy Policy and Data Security

##### EVERFI DOES NOT:

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

##### EVERFI DOES:

- Analyze and report on student data in de-identifiable and/or aggregate form, either to improve our learning products or communicate the impact of a program to third parties. Data is retained only for educational purposes.
- Use best of breed cloud-based hosting and system admin services in Amazon Web Services to host and keep all data secure
- Encrypt all data at rest, encrypt all hard-drives, and use TLS encryption for data transfer
- Use role-based access control on a need-to-know basis for staff
- Incorporate appropriate password policies based on specific roles and markets
- Archive and remove student data every 4 years (on a rolling basis)
- Run vulnerability and penetration security testing
- Have formal policies and programs in place regarding:
  - System Change Management
  - Staff Security Training and Review
  - System Log Monitoring, Review, and Audit
  - User Access Monitoring, Review, and Audit
  - Service Interruption Contingency and Support Escalation

## Exhibit B EVERFI K12 Data Sharing Agreement

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

K-12<sup>th</sup> Grade Teachers: First Name, Last Name, Email, Subject, School, Section, Grade, Clever ID, Sections  
K - 12<sup>th</sup> Grade Students: First Name, Last Name or Last Initial, Email (optional), School, Birth date, Clever ID

### Terms of Agreement

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

#### A. Subject Data Layers Conditions and Restrictions:

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

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

1. By signing this Agreement, The User shall become contractually bound to all provisions stated in this Agreement.
2. Although the District has verified the digital data to the best of its ability, the District makes no representations of any kind as to its complete accuracy; nor does it guarantee the complete accuracy of any digital data furnished. The District additionally makes no warranties of merchantability or fitness for a particular use, nor is such warranties to be implied, with respect to the digital data provided under this Agreement.
3. The User is responsible for understanding the accuracy limitations of all digital data provided. In particular, alterations and/or manipulation of the original data may adversely affect their accuracy, meaning, and design integrity.
4. The User agrees to hold the District and all its employees, and agents harmless from any claim, suit, or proceeding arising out of the use of the data in accordance with this agreement, including indemnification of the District for reasonable expenses incurred in defending such claims.

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

1. The User may not reproduce digital data layers in the form of a printed product provided while assuming duties as stated.
2. Any maps, reports, or publications created using the digital data provided by the District shall give credit to the District by using the following statement/disclaimer:  
"This (map/report/publication/data) was created using the District's Information Systems digital data, but this is a secondary product which has not been verified or authorized by District"

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

If at any time during the course of this Agreement, The User determines that it is necessary to share portions of the District data with a person or entity not employed by the District as a consultant, contractor, or any similar person or entity for a limited public purpose, The User shall first request permission from the District before sharing any portion of the District data, unless otherwise committed by this Agreement or as required by law. Any such request shall be in writing to the District and shall specify the persons or entities The User wishes to share the District data with and the reasons

why such sharing of information is necessary. Permission for The User to share the District data provided by the District with other parties shall not be unreasonably withheld if such sharing of information is necessary to further legitimate legal purposes. Commercial or revenue-generating uses of the District data shall not be considered a legitimate purpose.

The undersigned hereby accepts and agrees to be bound by the terms and conditions set forth in the Data Sharing Agreement. It is fully understood that pursuant to this agreement the undersigned is permitted to utilize digital information provided by the District, solely in the conduct of its own educational business affairs. Any other use unless with prior written permission from the District shall be deemed unauthorized.

The District makes no representations of any kind, including but not limited to the warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied, with respect to the digital data furnished hereunder.

The District assumes no responsibility to maintain them in any manner or form.