

Seesaw Agreement for Schools or Districts

This document describes the terms and conditions of the Services offered by Seesaw Learning, Inc. (“Seesaw”) accepted by you on behalf of your school or school district (the “Customer”). This agreement, along with the Privacy Policy, Terms of Service, and any applicable Contract that is mutually executed by the parties and which references this agreement (together, the “Agreement”) governs Customer’s access to and use of the Services, and will be effective as of the applicable Contract Effective Date, as described in such Contract. (the “Effective Date”). Any terms used but not defined herein will have the meaning set forth in the Contract. In the event of any conflict between these terms and conditions and the Contract, the Contract will prevail.

Services

Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Seesaw stores and processes its own information of a similar type. Seesaw has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. By default, any Customer Data you provide will be stored in the United States, however you can request to store Customer Data associated with your school account in another supported region. As part of providing the Services, Seesaw may transfer, store and process Customer Data in the United States. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

Modifications.

To the Services. Seesaw may make commercially reasonable changes to the Services from time to time. If Seesaw makes a material change to the Services, Seesaw will inform Customer.

To this Agreement. Seesaw may make commercially reasonable changes to this Agreement from time to time. If Seesaw makes a material change to this Agreement, Seesaw will inform Customer by email. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Seesaw in writing within thirty days after receiving notice of the change. If Customer notifies Seesaw as required, then Customer will remain governed by the terms in effect until the end of the then-current school year. If the Services are renewed, they will be renewed under Seesaw’s then current Agreement.

To the Terms of Use and Privacy Policy. End Users associated with Customer’s Admin Account must agree to the Terms of Service and Privacy Policy applicable to End Users prior to use of the end user services (“End User Services”). The Terms of Service and Privacy Policy (the “End User Agreements”) may change from time to time as set forth therein, and are not governed by or subject to the terms of this Agreement, nor is Customer a third party beneficiary thereof. The End User Services are separate from the Services.

Customer Obligations

Compliance

The Customer will use Seesaw's Services only as permitted under this Agreement and in accordance with our Terms of Service available at <https://web.seesaw.me/terms-of-service> (which may be amended by Seesaw from time to time).

Customer Administration of the Services

Customer will specify one or more Administrators ("Admin" or "Admins"). Customer is responsible for: (a) designating those individuals who are authorized to access the Admin Account(s); and (b) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Seesaw's responsibilities do not extend to the internal management or administration of the Services for Customer and that Seesaw is merely providing services to the Customer for the provisioning of End User Accounts authorized and authenticated by the Customer.

End User Consent

Customer's Administrators may have the ability to access, monitor, use, or disclose Customer Data in End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of Customer Data and Seesaw providing Customer with the ability to do so; and, (ii) Seesaw to provide the Services and End User Services.

Parental Consent and Compliance with Applicable Law

Customer is responsible for, and represents and warrants it is in compliance with, the Children's Online Privacy Protection Act ("COPPA"), the Family Educational Rights and Privacy Act ("FERPA"), and, for schools or districts based in the European Union, the General Data Protection Regulation ("GDPR"), including by obtaining parental consent for collection and disclosure of personal information in connection with the Services. Customer will comply with all applicable laws, and its disclosure of any information to Seesaw, and/or Seesaw's use of such information subject to the restrictions of this Agreement, does not and will not violate any applicable laws (including COPPA, FERPA, or GDPR). Customer will not disclose any information to Seesaw that is protected health information ("PHI") subject to the Health Information Portability and Accountability Act ("HIPAA").

Seesaw will comply with all federal laws and regulations pertaining to data privacy and security, including FERPA and COPPA.

We will never display ads, allow third-party ads, share data for the purpose of displaying ads, or allow data collection by third-party advertisers or data brokers. We will never use Student Data for advertising or sell your data or Student Data.

Unauthorized Use

Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify Seesaw of any unauthorized use of, or access to, the Services of which it becomes aware.

Restrictions on Use

Customer will not: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services; use the Services for any purpose other than its own internal, non-commercial, educational use; attempt to create a substitute or similar service through use of, or access to, the Services; sell, resell, lease or the functional equivalent thereof, the Services to a third party; or use the Services other than in accordance with this Agreement and in compliance with all applicable laws and regulations.

Third-Party Data Requests

Except for where required to respond by applicable laws and regulations, customer is responsible for responding to Third-Party Requests. Seesaw will, to the extent allowed by law and by the terms of the Third-Party Request: (a) promptly notify Customer of its receipt of a Third-Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third-Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third-Party Request. Customer will first seek to obtain the information required to respond to the Third-Party Request, and will contact Seesaw only if it cannot reasonably obtain such information.

Payment

If any of the Services are purchased for a Fee (as described in a Contract), the terms in this section apply to those Services.

Payment

Unless specified otherwise in the Contract, all Fees are due within thirty days after the invoice date. The Customer will pay the Fees in accordance with the Fees and Payment Schedule set forth in the applicable Contract.

Delinquent Payments

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Seesaw in collecting such delinquent amounts, except where such delinquent amounts are due to Seesaw's billing inaccuracies.

Taxes

Customer is responsible for any Taxes, and Customer will pay Seesaw for the Services without any reduction for Taxes. If Seesaw is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Seesaw with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Seesaw, Customer must provide Seesaw with an official tax receipt or other appropriate documentation to support such payments.

Suspension

Of End User Accounts by Seesaw

If Seesaw becomes aware of an End User's violation of any of Seesaw's End User Agreements, then Seesaw may Suspend the End User's account in accordance with such End User Agreements, without liability to the Customer or the End User.

Emergency Security Issues

If there is an Emergency Security Issue, then Seesaw may automatically Suspend any offending End User. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue.

Confidential Information

Obligations

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees, independent contractors and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

Exceptions

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

Required Disclosure

Each party may disclose the other party's Confidential Information solely to the extent required by law or court order but only after it, if legally permissible: (a) uses commercially reasonable

efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

FERPA. The parties acknowledge that (a) Customer Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"); and (b) to the extent that Customer Data includes FERPA Records, Seesaw will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

Intellectual Property Rights

Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Seesaw owns all Intellectual Property Rights in the Services. Customer hereby grants to Seesaw a non-exclusive, royalty-free, fully paid-up, worldwide, sublicensable and transferable license to use the Customer Data as necessary to fulfill its obligations and exercise its rights hereunder.

Representations, Warranties And Disclaimers

Representations and Warranties

Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Customer acknowledges and agrees that it is responsible for compliance with COPPA, FERPA, or GDPR, if applicable, including, but not limited to, by obtaining parental consent concerning collection of students' personal information used in connection with the provisioning of End User Accounts and use of the Services by the Customer and the End User Services by End Users.

Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, CONFIDENTIAL INFORMATION OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT. SEESAW MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES.

Term

Agreement Term

This Agreement will remain in effect for the Contract Term as set forth and agreed to in the Contract.

Services Term and Purchases During Services Term

Seesaw will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, End User Accounts added during any Services Term will have a prorated term ending on the last day of that Services Term.

Termination

Termination for Breach

Either party may suspend performance or terminate this Agreement: (i) if the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; (ii) if the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days; or (iii) immediately, if the other party is in material breach of this Agreement more than twice, notwithstanding any cure of such breaches.

Other Termination

Customer may terminate this Agreement for any reason (or no reason) with thirty (30) days prior written notice to Seesaw, provided, however, that Seesaw will not issue a refund for Services purchased.

Termination for Failure to Pay

Seesaw may terminate this Agreement and cease providing services if Customer fails to pay invoices due within a timely fashion.

Effects of Termination

If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Seesaw will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Seesaw's then-current rates, if applicable, for the Services; (iii) Customer will be able to use Seesaw's free services, however, if Customer subsequently requests termination of all services and deletion of accounts, Seesaw will offer End Users the choice whether to continue using Seesaw, and, if so, provide each End User with control over his or her Seesaw account; (iv) after a commercially reasonable period of time and only upon explicit, written request of the Customer, Seesaw will delete Customer Data for those individual accounts that have not been claimed by End Users by overwriting the Customer Data over time; and, (v) upon explicit, written request of the other party, each party will promptly use commercially reasonable efforts to return, delete (by overwriting over time) or destroy all other Confidential Information of the other party.

Limitation of Liability

Limitation on Indirect Liability

NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

Limitation on Amount of Liability

THE TOTAL LIABILITY OF EITHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE THE LESSER OF: (I) ONE THOUSAND DOLLARS OR (II) THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO SEESAW UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

Exceptions to Limitations

These limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations or violations of a party's Intellectual Property Rights by the other party.

Miscellaneous

Notices

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department or primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

Assignment

The Customer may not assign or transfer this Agreement in whole or in part without the written consent of Seesaw, except to an Affiliate or successor as pursuant to a change of control. Seesaw may freely transfer and assign any of its rights and obligations under this Agreement.

Force Majeure

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

No Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

Severability

If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

No Agency

The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

Equitable Relief

Nothing in this Agreement will limit either party's ability to seek equitable relief.

Governing Law

The parties agree to remain silent regarding governing law and venue.

Amendments

Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

Survival

The following Sections will survive expiration or termination of this Agreement: 5 (Confidential Information), 6 (Intellectual Property Rights), 9.7 (Effects of Termination), 10 (Limitation of Liability), 11 (Miscellaneous), and 13 (Definitions).

Insurance

Seesaw will maintain insurance coverage consistent with generally recognized commercial standards including general liability insurance.

Entire Agreement

This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

Counterparts

The parties may enter into this Agreement by executing the applicable Contract (if any) or this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

Definitions

"Admin Account(s)" means the administrative account(s) provided to Customer by Seesaw for the purpose of administering the Services.

"Administrators" mean the Customer-designated technical personnel who administer the Admin Account .

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

"Contract" means a contract, which is the written document provided by Seesaw specifying the Services Customer will purchase from Seesaw for a Fee (if any) under the Agreement. The Contract will contain: (i) a signature block for Customer, or for both Customer and Seesaw; and (ii) Fees.

"Customer Data" means data, including contact information such as email addresses and phone numbers, provided, generated, transmitted or displayed via the Services by Customer.

"Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Agreement, which could disrupt: (i) the Services; (ii) other customers' (including End Users') use of the Services; or (iii) the Seesaw network or servers used to provide the Services; (b) unauthorized third party access to the Services; or (c) an actual or potential security breach.

"End Users" means the individuals that Customer indicates are associated with Customer's Admin Account, and for whom Customer provisions an End User Account through Customer's use of the the Services.

"End User Account" means a Seesaw-hosted account provisioned through the Services for an End User.

“Fees” means the amounts invoiced to Customer by Seesaw for the Services (if applicable) as described in this Agreement.

“Intellectual Property Rights” means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

“Services” means those products, features and functionality provided by Seesaw to Customer in connection with the Admin Account and described on the applicable Contract. The Services are described here: <https://web.seesaw.me>. The End User Services are separate from the Services to be provided hereunder.

“Student Data” means all information associated with a student’s account. The types of information Seesaw collects are described here: <https://web.seesaw.me/privacy-policy>.

“Suspend” means the immediate disabling of all or a portion of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

“Taxes” means any duties, customs fees, or taxes (other than Seesaw’s income tax) associated with the sale of the Services, including any related penalties or interest.

“Third-Party Request” means a request to Customer from a third party for records relating to an End User’s use of the Services. Third-Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

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Signature

Catherine A Erickson, CFO

Name

8/24/20

Date

ISO 709

Organization

DocuSigned by:

Alison Murphy

8F832D92C06442B

Alison Murphy
Head of Operations
Seesaw Learning, Inc.

6/25/2020

Date

Addendum – Specific Seesaw Commitments for Seesaw Users Residing In Certain US States and Jurisdictions

Seesaw incorporates all relevant laws into your contract with Seesaw. If you are a Customer residing in one of the following states or countries, Seesaw makes additional commitments that apply to you based on your residence:

California

Seesaw agrees that, as per Cal. Edu. Code § 49073.1, commonly known as AB 1584:

- (1) Pupil records continue to be the property of and under the control of the local educational agency;
- (2) Seesaw will not use personally identifiable information in individual pupil records for commercial or advertising purposes;
- (3) Seesaw will not use any information in the pupil record for any purpose other than for the requirements of the contract;
- (4) Parents, legal guardians or eligible pupils may review the pupil's records or correct erroneous information in those records by accessing the Seesaw account of the pupil;
- (5) Seesaw undertakes extensive security training of all employees, including training on security at hire and at least annually thereafter, and a partial, but not exhaustive description of our data security practices can be found by reviewing: <https://web.seesaw.me/privacy/>
- (6) Seesaw will comply with the requirements of California law, as set forth at Cal. Civ. Code § 1792.82 et seq., for informing affected parties in the event of an unauthorized disclosure of pupil records;
- (7) Pupil records will neither be retained nor will Seesaw maintain those records in a manner that makes them available: (a) upon completion of the terms of the contract; (b) after request for deletion by the contracting party; and, (c) within a commercially reasonable period for deletion; and,
- (8) at all times during the pendency of any contract between Seesaw and a local educational agency (LEA), Seesaw acts solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the LEA's compliance with FERPA as directed by the LEA.

Colorado

Seesaw complies with all applicable requirements of Colorado's Student Data Transparency and Security Act, C.R.S. 22-16-101, et seq.

Connecticut

As an operator, as defined by Connecticut Public Act 16-189, Seesaw will:

- (1) Implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and

student-generated content from unauthorized access, destruction, use, modification or disclosure;

(2) Delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent or legal guardian of a student or local or regional board of education who has the right to control such student information requests the deletion of such student information, student records or student-generated content;

(3) Facilitate access to, and provide a means of correction of erroneous information within, a student's record, student's information or student-generated content by the student, parent or legal guardian; and

(4) At all times during the pendency of any contract between it and a local or regional board of education, act solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the local or regional board of education's compliance with FERPA as directed by the local or regional board of education.

Seesaw agrees that:

(1) Student information, student records and student-generated content are not the property of or under the control of Seesaw;

(2) The laws of the State of Connecticut will govern this contract and the rights and duties of Seesaw and a local or regional board of education;

(3) If any provision of this agreement is ruled invalid, the invalidity of that provision does not affect other provisions or applications of this contract

Seesaw will not knowingly:

(1) Engage in (A) targeted advertising on Seesaw's Internet web site, online service or mobile application, or (B) targeted advertising on any other Internet web site, online service or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that Seesaw has acquired because of the use of Seesaw's Internet web site, online service or mobile application for school purposes;

(2) Collect, store and use student information, student records, student generated content or persistent unique identifiers for purposes other than the furtherance of school purposes;

(3) Sell, rent or trade student information, student records or student-generated content unless the sale is part of the purchase, merger or acquisition of an operator by a successor operator and the operator and successor operator continue to be subject to the provisions of this section regarding student information;

(4) Disclose student information, student records or student-generated content unless the disclosure is made (A) in furtherance of school purposes of the Internet web site, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet web site, online service or

mobile application and complies with subsection (a) of this section; (B) to ensure compliance with federal or state law or regulations or pursuant to a court order; (C) in response to a judicial order; (D) to protect the safety or integrity of users or others, or the security of the Internet web site, online service or mobile application; (E) to an entity hired by the operator to provide services for the operator's Internet web site, online service or mobile application, provided the operator contractually (i) prohibits the entity from using student information, student records or student-generated content for any purpose other than providing the contracted service to, or on behalf of, the operator, (ii) prohibits the entity from disclosing student information, student records or student-generated content provided by the operator to subsequent third parties, and (iii) requires the entity to comply with subsection (a) of this section; or (F) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose; or

(5) retain or make available student information, student records or student-generated content beyond the expiration of the contract period unless a student, their parent or legal guardian chooses to maintain a contract with Seesaw.

If Seesaw discovers a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Seesaw will notify the students, parents or guardians of any affected student within the statutorily mandated time period.

Idaho

Seesaw will, as per the Student Data Accessibility, Transparency and Accountability Act of 2014, codified at Idaho Code 33-133:

- (1) only use aggregated data or student's data for secondary uses after receiving written permission from the student's parent or guardian; and
- (2) notify customers and seek express, written parental consent if Seesaw materially changes Seesaw's use of student data for sales, marketing or advertising.

Illinois

Seesaw complies with all applicable requirements of the Illinois Student Online Personal Information Privacy Act (IL SOPIPA), codified at 105 ILCS 85/5, and agrees that:

(1) this document constitutes the written agreement mandated by that Act, and that this document, which incorporates Seesaw's Privacy Policy available at <https://web.seesaw.me/privacy/>, states the:

- (a) Categories or type of information to be provided to Seesaw, the operator; and
- (b) Service being offered to the contracting party.

(2) Pursuant to the federal Family Educational Rights and Privacy Act of 1974, Seesaw is acting as a school official with a legitimate educational interest and is performing an institutional service or function for which the contracting party would otherwise use employees, under the direct supervision of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not

redisclose it to third parties or affiliates, unless otherwise permitted by the IL SOPIPA, without permission from the contracting party or pursuant to court order;

(3) Seesaw will be liable for costs associated with the investigating and remediating a breach for which it is the sole and proximate cause;

(4) Seesaw will either delete or return, within a commercially reasonable period of time but not to exceed 60 days, all covered information upon the expiration of any agreement when requested to do so by notification from the contracting party;

(5) Seesaw will require the contracting party to publish notice of this agreement on any relevant website, if any, maintained by the contracting party;

(6) In the case of a breach, Seesaw will notify the contracting party, within the most expedient time possible and without unreasonable delay, but no later than 30 days after the breach has occurred of any breach of the students' covered information; and,

(7) Seesaw maintains a list of those third parties or affiliates with which it shares covered information, which may be accessed here:

<https://help.seesaw.me/hc/en-us/articles/360002362152-Who-are-Seesaw-s-subprocessors->.

Louisiana

Seesaw will, as per Louisiana's Student Privacy Law, codified at R.S. 17:3914:

(1) limit access to student information solely to authorized Seesaw employees and subcontractors who agreed to abide by equally stringent privacy practices pursuant to a data security plan;

(2) employ privacy practices that meet or exceed industry standards regarding student data including, but not limited to: (a) privacy compliance requirements; (b) regular privacy and security audits; (c) written breach planning, notification and remediation action guides; (d) implementing policies limiting data collection and storage coupled with clear policies limiting data retention and establishing set timeframes for post-contract disposition and data disposal; and,

(3) return all student data not deleted as per agreement to the relevant city, parish or local school board upon written request.

Montana

Seesaw complies with all applicable requirements of the Montana Pupil Online Personal Information Protection Act, codified at 20-7-13, MCA and Seesaw agrees that:

(1) Pupil records continue to be the property of and under the control of the school district;

(2) Pupils may retain possession and control of their own content and may transfer pupil-generated content to a personal account by utilizing Seesaw's features;

(3) Seesaw prohibits third parties from using any information in pupil records for any purpose other than those required or specifically permitted by contract;

(4) A parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by using tools made available by Seesaw;

(5) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement. Further, Seesaw will:

(a) implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure;

(b) limit access to student information solely to authorized Seesaw employees and subcontractors who agreed to abide by equally stringent privacy practices pursuant to a data security plan;

(c) employ privacy practices that meet or exceed industry standards regarding student data including, but not limited to: (i) privacy compliance requirements; (ii) regular privacy and security audits; (iii) written breach planning, notification and remediation action guides; (iv) implementing policies limiting data collection and storage coupled with clear policies limiting data retention and establishing set timeframes for post-contract disposition and data disposal;

(6) If Seesaw discovers a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Seesaw will notify the students, parents or guardians of any affected student within the statutorily mandated time period;

(7) At all times during the pendency of any contract between Seesaw and a local educational agency (LEA), Seesaw acts solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the LEA's compliance with FERPA as directed by the LEA; and,

(8) Seesaw will not use information contained in pupil records to engage in targeted advertising.

Nevada

Seesaw agrees, as per N.R.S. 388.272, that:

(1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,

(2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility for paying monetary damages for any breach of the terms of this contract that causes actual harm to the contracting party.

New York

New York's Parents Bill of Rights for Data Privacy and Security is incorporated into this agreement and Seesaw agrees that:

- (1) Seesaw will not sell or release a student's personally identifiable information for any commercial purpose;
- (2) Parents have the right to inspect and review the complete contents of their child's education record that is shared with or collected by Seesaw;
- (3) Seesaw complies with all applicable state and federal laws that protect the confidentiality of personally identifiable information, and employs data security safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, both when data is stored at rest or is transferred;
- (4) Seesaw maintains a publicly available list in its Privacy Policy of all student data elements collected by Seesaw;
- (5) Seesaw will promptly address any complaints about possible breaches of student data submitted to <https://help.seesaw.me/hc/en-us/requests/new> or mailed to:

Seesaw
180 Montgomery St.
Suite 750
San Francisco, CA 94104

- (6) Seesaw will exclusively utilize the student data, teacher data, or principal data to provide account holders with the Seesaw service;
- (7) All subcontractors for Seesaw that may access personally identifiable information of students, teachers, principals or other faculty are contractually required by Seesaw to employ data privacy and security practices that provide at least a commensurate level of protection for that data as does Seesaw;
- (8) Seesaw will either delete or return, within a commercially reasonable period of time but not to exceed 60 days, all personally identifiable information upon the expiration of any agreement when requested to do so by notification from the contracting party;
- (9) Any parent, student, eligible student, teacher or principal may correct inaccurate student data or teacher or principal data that is collected; and
- (10) All student data or teacher or principal data will be stored on cloud servers within the United States and protected with industry standard and best practices procedures, including encryption when stored at rest.

North Carolina

Seesaw agrees, as per NC General Statutes § 115C-402.5(b)(6):

(1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,

(2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility to pay monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

Seesaw makes the following additional commitments:

(1) JESSICA LUNSFORD ACT – Seesaw certifies that none of its employees or agents performing services are or will at any point during the Term of this Agreement be listed as a sex offender on the North Carolina Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program and/or the National Sex Offender Registry.

(2) ELIGIBILITY OF EMPLOYMENT – Seesaw reviews the eligibility for employment of every Seesaw employee.

(3) IRAN DIVESTMENT - Seesaw certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58, the Iran Divestment Act of 2015 (S.L. 2015-118).

(4) DEBARMENT CERTIFICATION – Seesaw certifies that neither Seesaw nor its principals are suspended or debarred from doing business with the state of North Carolina or the federal government.

Oklahoma

Seesaw agrees, as per the Oklahoma Student Data Accessibility, Transparency and Accountability Act of 2013, codified at 70 OK Stat § 70-3-168 (2014) that:

(1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,

(2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility to pay monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

Texas

Seesaw commits, as per Tex. Gen. Gov. § 2270.002, that Seesaw:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

West Virginia

Seesaw agrees, as per the West Virginia Student Data Accessibility, Transparency and Accountability Act, codified at W.V. Code § 18-2-5h that:

(1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,

(2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility to pay monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

K3 Reading Corps Addendum

READING & MATH, INC.



The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Minnesota K3 Reading Corps for the 2020-2021 program year. Reading Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

1127 - Congdon Park Elementary, Duluth, Minnesota 55812

hereafter referred to collectively as "Service Site".

Reading & Math, Inc., hereafter referred to as "RMI", 1200 S Washington Ave, Ste 210B, Minneapolis MN 55415

A. Program Model

1. Member Position

- i. Elementary Literacy Tutor: Tutors are trained to provide targeted reading skill practice, commonly called intervention, primarily in the areas of phonemic awareness, phonics, and fluency. Tutors deliver daily twenty-minute intervention sessions with Kindergarten through third grade students.

2. Interventions and Assessments

- i. Reading Corps tutors are responsible for administering the assessments; Internal Coaches are responsible for observing the tutor for assessment reliability.
- ii. Reading Corps tutors are responsible for entering benchmarking and progress monitoring data into the Reading Corps data management system.
 1. Reading Corps tutors collect benchmark data three times throughout the year during the specified assessment windows set by RMI. Students

C. Definitions:

1. **AmeriCorps Member.** Individual who makes a commitment to serve for one term through the Program in a specific Program position, as listed in addendum. AmeriCorps members are not employees or volunteers; they are completing service and should be referred to as a member.
2. **Service Site.** This is the location where an AmeriCorps member is placed and performs their daily service.
3. **Internal Coach and/or Site Supervisor.** Employee of the partnering Service Site who provides daily on site supervision to ensure Program objectives are met and AmeriCorps regulations are upheld.
4. **Program Staff.** Employee of RMI who provides oversight and management to the Program including, member recruitment/management, site management, and compliance to AmeriCorps regulations.
5. **CNCS.** Corporation for National and Community Service; federal agency for all AmeriCorps programs. Referred to as the "Corporation".

D. Early termination: At RMI's discretion, the Service Site's failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Service Site's awarded members for the current program year.

SERVICE SITE RESPONSIBILITIES

- A. **Commitment to the Program Objectives and Model:** The Service Site agrees to commit Program objectives and Program Model, as articulated in the addendum.
- B. **AmeriCorps Service Environment**
1. **Safe and inclusive environment:** Provide the AmeriCorps member with a safe and welcoming service environment. Treat members as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list) listing in staff directory, providing a name badge if needed, etc.
 2. **Program and member introduction:** Introduce member at a staff meeting or similar setting. Educate all staff about the purpose of the member position and Program. Leadership at the Service Site should be strong advocates for Program to garner staff support and buy-in.
 3. **AmeriCorps signage:** Post an AmeriCorps sign provided by Program in a visible location, preferably in the front office, to identify the organization as an AmeriCorps site.
 4. **Prohibited Activities:** Post the full list of Prohibited Activities provided by Program in the member's workspace.
 5. **Non-displacement:** Ensure an AmeriCorps member is not used to displace an employee or paid position (see "Federal Policies" section of this agreement). Examples of inappropriate indirect service may include filling in for paid staff while on leave, office photocopying, answering phones, running errands, etc.
 6. **Accessibility:** Ensure the Service Site is accessible to people with disabilities.
 7. **Reasonable accommodations:** Work with Program Staff if a member requests reasonable accommodations to perform the essential functions of the AmeriCorps position.
 8. **Workspace and computer access:** Provide members with a reasonable workspace, including:
 - i. Access to a phone and computer with Word, Excel, and Internet for Program-related purposes (i.e., completing time sheets, entering participant data in an online database, checking Program email, etc.). The computer used by the member must have a modern web browser (Chrome, Firefox, or Safari) installed in either the browser's current or next most recent version, and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Program-related tasks and reviewing online Program support and training materials (e.g., viewing training videos posted to Vimeo).

- ii. Locked drawer to store confidential participant data.
 - iii. Issuing an accessible email address if common email providers are blocked at the Service Site.
 - iv. Reasonable and quiet space for members to work with individuals.
9. **Grievance Procedure:** Inform the Program, in writing, of any instance in which the Service Site wishes to initiate the grievance procedure that is maintained by RMI and the Program. The specific grievance must be cited to initiate the process. Concerns should be reported as early as possible. Formal grievances must be presented in writing within one year of the date of the disputed events. In the case of a grievance that alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation of Community and National Service Inspector General at <https://www.cncsoig.gov/hotline> or by calling 1-800-452-8210.
10. **Drug-Free Workplace Act:** Pursuant to the Drug-Free Workplace Act of 1988, the Program is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Service Sites, or while traveling in an official capacity. Service is conditioned upon compliance with this policy. The Program requires that each member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Program Staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction the Program will notify appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, the Program will (1) take disciplinary action up to and including exit for cause consistent with CNCS rules regarding termination and suspension of service, or (2) require the member to satisfactorily participate in an approved drug treatment program. The Program shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy. [Reference: 41 U.S.C. § 701 et seq.]
- C. **Internal Coach and/or Site Supervisor:** The Service Site must designate a staff person(s) to be the Internal Coach and/or Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). **This individual must be designated before a member can be placed at the site.**

The Service Site must allow sufficient time for Internal Coach/Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings. The time commitment is approximately 6-9 hours per month to support each member, plus required training.

If the designated Internal Coach/Site Supervisor is not able to complete the program year (e.g., they take a leave of absence from their position at the site), the Service Site is required to designate someone to be the Internal Coach/Site Supervisor for the remainder of the program year.

The duties of the Internal Coach and/or Site Supervisor include:

1. **On-site orientation:** Provide an on-site orientation for the AmeriCorps member. This will include a tour of the building(s), explanation of site policies (including dress code, safety procedures, and data confidentiality), site expectations for the member, etc. This orientation should include setting a schedule for weekly check-in meetings with each member.
2. **Member Safety:** In the event of a localized disaster or emergency that requires the closure of the service site (i.e. bomb threat, fire, blizzard, burst water pipe, teacher strike, etc.), the Internal Coach/Site Supervisor is responsible for notifying Program Staff immediately so that Program can enact an alternative service plan for the AmeriCorps member.
3. **Member time sheet approval:** Establish a sign-in and sign-out procedure on-site to verify hours served by the member. Approve member time sheets every two weeks by the deadline. If a member's time sheet is not approved by the deadline for the pay period, the member's living allowance will be delayed until the following pay period and the time sheet is approved.
4. **Set member schedule:** Develop a schedule with the member that includes:
 - i. The ability to serve a minimum weekly number of hours that aligns with the member's commitment as stated in their Member Service Agreement. (See Program-specific Addendum for details.)
 - ii. A full caseload of participants as defined by Program.
 - iii. Adequate time for data entry and meeting time with the Internal Coach/Site Supervisor.
 - iv. Time to attend all required training and/or events.
5. **Data checks:** Review data collected by members on a monthly basis to ensure accuracy and complete reporting of services provided. Internal Coaches/Site Supervisors can determine the most convenient method for themselves to monitor data collection.
6. **Performance management:** Set clear expectations for the member at the beginning of the year, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

Work closely with Program Staff and Service Site administrators (if applicable) if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Service Site does not have the authority to terminate a member but does have the authority to enact the Program performance management procedure as outlined in the Program handbook given to Internal Coaches/Site Supervisors, which includes providing documentation required for the member's personnel file.

7. **Training attendance:** Attend required training as scheduled by Program.
8. **Program site visits:** Participate, as required or requested, in on-site visits by Program.
9. **In-Kind time reports:** Report, as required or requested, time spent dedicated to Program through a monthly in-kind report.

D. Member Recruitment and Selection

The Service Site will work in collaboration with Program Staff to recruit and fill its positions by the deadline set by Program.

1. **Recruitment:** The Service Site will utilize recruitment materials provided by Program to recruit individuals to serve in their site. Individuals should be directed to apply on Program's website.
2. **Interview:** The Service Site will have the option of participating in interviews alongside Program Staff to select the member(s) best suited for the Service Site. Program Staff will provide interview questions to ensure a fair and equitable process; completed interview questions must be on file before an offer can be made.
3. **Selection:** The Service Site will not extend an official offer to any applicant; it will, however, give its recommendation to Program Staff who are responsible for making an offer.

Program Staff reserve the right to make the final decision regarding the selection of members to enforce a fair and equitable hiring process. RMI will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

4. **Background checks:** Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). RMI will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. RMI will notify Service Sites if the applicant did not clear the background check according to the RMI and AmeriCorps policy. Actual results of the background check will not be shared with sites without written permission from the applicant. Service Sites must notify Program Staff if it intends to conduct its own additional background check. A member may not be asked to pay for the cost of a background check.

Members may need to be accompanied while their FBI Fingerprint check is pending. An individual is accompanied when they are in the physical presence of a personnel cleared for access to vulnerable populations. The site is responsible for verifying and documenting accompaniment during this person.

5. **Replacing members:** In most cases, the site may not replace a member who exits the Program early. However, sites are allowed to replace a member who terminates service before completing 30 percent of the term.
6. **Transferring members:** The Program reserves the right to transfer members from one partner organization to another partner organization in circumstances in which Program requirements are not being fulfilled. Other situations may arise which will require the Program to transfer a member on a case-by-case basis.
7. **Unfilled positions:** Positions awarded, but not filled by the deadline, may be re-awarded by the Program to another Service Site.
8. **Prohibition on member employment at Service Site:** Members should not obtain paid employment at their Service Site while simultaneously enrolled as an AmeriCorps member (excluding Educator Corps). If your member expresses interest in onsite employment opportunities, or is already employed by your site, please speak with your Program Staff to ensure compliance with federal guidance (AmeriCorps State and National Policy FAQs C.38).

Additionally, the site may not hire its member (or a member currently serving at another Service Site) as a staff person during their term of service as it would require a member to cease their service with AmeriCorps. Every reasonable effort should be made by the site to support a member in the successful completion of their Program commitment.

- E. **On-Site Training and/or Staff Meetings:** The Service Site will include members in relevant on-site training and/or staff meetings as part of their AmeriCorps service. Any expenses related to this training (e.g. food) are paid for by the Service Site.
- F. **Participant Data:** The Service Site will support members in collecting data for participants who receive services from the Program, as detailed in the addendum. Data is maintained online in a secure, data-privacy-compliant system. Service Sites are responsible for attending data management system training and monitoring their members' reports to ensure data is submitted regularly and accurately.
- G. **Data Privacy:** RMI is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected.

PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

“Breach” is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purpose have access or potential access to PII.

RMI protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where its is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

RMI Program Staff must be notified immediately if any representative of the Service Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

H. **Site Fees:** Some Programs require that Service Sites pay a site fee for the Program. Please see Program-specific addendum for amount and payment requirements.

I. **In-Kind Contributions:** Report, as required or requested, the Service Site’s non-monetary contribution that is required for Program to operate and includes the value of the following items: 1) building operating costs, including electricity, heat, trash removal, janitorial costs, office supplies, etc., 2) internal coach/site supervisor annual salary and fringe, 3) principal annual salary and fringe (if applicable). The Service Site’s finance department or business office should complete the form annually, as requested. Principal time will be tracked by Program and will need to be verified by the principal on a regular basis.

READING & MATH, INC. RESPONSIBILITIES

Program Staff are employees of Reading & Math, Inc. They are responsible for providing oversight to the Program, including member recruitment/management and site management, and compliance with state and federal AmeriCorps regulations.

A. Member Recruitment and Selection:

1. **Recruitment:** Program Staff will work in collaboration with the Service Site to recruit members. Program Staff will provide recruitment materials to the Service Site. Program Staff implement recruitment plans.
2. **Interviewing:** Program Staff will screen all applications and conduct a phone interview. Program Staff will support sites in conducting a final interview or will conduct the interview by themselves if the site is unable.
3. **Selection:** Program Staff will work together with the site to make selection decisions. Program Staff have the responsibility and authority to extend an offer for a position to an applicant. RMI reserves the right to make final selection decisions. Program Staff will assist the site in filling all positions by the deadline.
4. **Background checks:** RMI conducts all required background checks, as noted in a previous section of this Site Agreement. RMI will not conduct background checks on volunteers recruited by members to assist with Service Site events.

B. Member Management:

1. **Member training:** Program Staff will coordinate the logistics and schedule the member and Internal Coach/Site Supervisor trainings that occur throughout the year.
2. **Data management systems:** RMI will provide a secure, online data management system for tracking participant information and progress. RMI provides the training for members and supervisors.
3. **Content experts:** RMI supports services sites and members by providing content experts that support the implementation of the Program model at Service Sites. (See Program-specific addendum for details.)
4. **Member site visits:** Program Staff will conduct site visits, as needed, during the year with each member and Internal Coach/Site Supervisor.
5. **Monitoring program requirements:** Program Staff will track and monitor each member's progress in completing Program requirements and provide timely updates to the Internal Coach/Site Supervisor to ensure members will complete required service hours by the end of their term of service.

6. **Member personnel file:** RMI is responsible for completing and maintaining a personnel file for each member, which includes all required documents (member eligibility documentation, time sheets, disciplinary action, performance evaluations, etc.).
7. **Member benefits:** RMI is responsible for administering and overseeing the member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, child care reimbursement, and housing and/or transportation assistance if the member qualifies.
8. **Conflict resolution:** Program Staff work together with the Internal Coach/Site Supervisor in resolving any member issues. The Program Staff, not the Service Site, has the authority to terminate a member.

FEDERAL POLICY: PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

- A. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:
1. Attempting to influence legislation;
 2. Organizing or engaging in protests, petitions, boycotts, or strikes;
 3. Assisting, promoting, or deterring union organizing;
 4. Impairing existing contracts for services or collective bargaining agreements;
 5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 8. Providing a direct benefit to:
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation funds are not used to support the religious activities; and
 9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 10. Providing abortion services or referrals for receipt of such services;
 11. Such other activities as the Corporation may prohibit.
- B. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

FEDERAL POLICIES: SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT POLICY

These policies outline restrictions that govern the use of Corporation for National and Community Service (CNCS) assistance.

A. Supplantation:

Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

B. Non-Duplication:

Corporation assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

C. Non-Displacement:

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties, or engage in activities, that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
 - I. Will supplant the hiring of employed workers; or
 - II. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
 - I. Presently employed worker;
 - II. Employee who recently resigned or was discharged;
 - III. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out.

[45 CFR 2540.100 (f)]

FEDERAL POLICY: NON-DISCRIMINATION POLICY

RMI does not discriminate in Program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of RMI.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc.

1200 S. Washington Ave, Ste 210B, Minneapolis, MN 55415
humanresources@servetogrow.org or (612) 206-3030

Equal Opportunity Program (EOP)

Corporation for National and Community Service
1201 New York Ave NW, Washington, DC 20525
Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

RMI make every effort to ensure that its partner agencies have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Internal Coach/Site Supervisor, site contact, and/or RMI Program Staff. If the partner agency is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the Program. RMI will not tolerate harassment of any kind.

Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or Program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures.

Any member who believes that he or she has been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or RMI Program Staff.

Note to Service Sites: In any case of discrimination related to an AmeriCorps member, the Service Site must contact RMI Program Staff before taking action.

Full text of the CNCS Civil Rights and Non-Harassment Policy can be found in the AmeriCorps Program Manual provided to AmeriCorps members and Internal Coaches/Site Supervisors at the beginning of each program year.

DIVERSITY, EQUITY AND INCLUSION

Reading & Math, Inc.'s Diversity, Equity and Inclusion Statement:

Relationships are the containers in which meaningful change occurs. We invest in relationships. We work to ensure that all humans are seen, heard and valued. To achieve this, we commit to acknowledging the power we hold and stewarding that power in ways that dismantle systemic and individual injustice.

RMI values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present without our Program. RMI believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a Service Site, you are committing to join our Program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by RMI or its partner organizations that is not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between RMI and the Service Site could be terminated.

CERTIFICATION

This Site Agreement and attached program-specific addendum(s) serve as an agreement between the Service Site and the Program for the stated program year. The terms of this agreement will end on July 31, 2021 . Amendments to this agreement shall be done in writing.

The Parties will mutually agree to specific Programs to be provided by RMI and attach them to this Agreement in the Addendum(s).

Member Award


Congdon Park Elementary (K3): Elementary Literacy Tutor - 2 Full-Time, 2 Part-Time, 1 Reduced Part-Time
Congdon Park Elementary (K3): Kindergarten-Focused Literacy Tutor - 1 Full-Time

This award may be changed by request of the Service Site or Program or through the enforcement of the terms of this agreement. Changes will be negotiated, approved, and confirmed exclusively via email communication.

Signature

You must complete the electronic version in its entirety to certify that you have read and understand the agreement prior to a member being placed at your Service Site.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Service Site Staff Name Kathi Marshall	Title Principal
Service Site Staff Signature  -506E734E19EF480...	Date 5/15/2020 12:05 PM CDT


CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2020-2021. The terms of this agreement will end on July 31, 2021 . Amendments to this agreement shall be done in writing.

Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement, including but not limited to:

- Protect all PII per FERPA and other applicable Federal and local laws
- Designate RMI/Reading Corps as a School Official in site's FERPA policy

Service Site Staff Name Kathi Marshall	Title Principal
Service Site Staff Signature  605E734E19EF460...	Date 5/15/2020 12:05 PM CDT

Catherine Erickson

8/24/20

Catherine A Erickson, CFO

Date