

Memorandum of Understanding between Renaissance Learning, Inc. and Santa Rosa County School District

1. Purpose

This Memorandum of Understanding (“MOU”) is between Renaissance Learning, Inc. (“RLI”) and Santa Rosa County School District (the “District”). The purpose of this MOU is to define the terms under which the parties will exchange data to facilitate analyses evaluating the predictive accuracy of Star assessments including with the Florida Standards End-of-Course (EOC) Assessments.

2. Compliance with Laws, Privacy, and Security

Each Party shall comply with all applicable federal, state, local, municipal, and foreign laws and regulations applicable to privacy, personally identifiable information, including, but not limited to, the Children’s Online Privacy Protection Act and the Family Educational Rights and Privacy Act (collectively, the “Privacy Laws”). In the event of conflict or uncertainty interpreting the Privacy Laws, a party will resolve the uncertainty or conflict in favor of prohibiting the disclosure of information.

Each party agrees that it will hold in confidence and not use or disclose any Confidential Information received from the other party except to the receiving party’s employees, affiliates, consultants and advisors who need access to the Confidential Information for the receiving party to exercise its rights or carry out its obligations under the Agreement and who are legally bound to maintain the confidentiality of the Confidential Information.

3. Applicable Law

The Agreement shall be governed by the laws of state of Florida without giving effect to the state’s choice of law rules and the exclusive venue for disputes arising out of the Agreement shall be an appropriate state or federal court located in Florida.

4. Cost

There is no cost to either party involved.

5. Records Sharing Process

District will send a data file consisting of student ids and relevant test scores (e.g., upper grade Reading ELA and Mathematics). Data elements from the District records to be shared include:

- State and/or Local Student ID Number (whichever ID number matches the student IDs imported into Renaissance software)
- Subject
- Grade (if available)

- Test date (if available)
- Scaled Scores

Collectively these are referred to the "Data Elements." All transmission of Data Elements will be done via a secure, password protected ftp site hosted by RLI. Once District has a data-file ready, RLI will generate a random password and share login information with District. District will then upload data file containing the Data Elements and notify RLI. As soon as possible, RLI will retrieve data and remove it from the ftp site.

District represents and warrants that to extent required, it has provided all notices or obtained consents from the data subjects (or data subject's parent) required under applicable Privacy Laws to collect, use, disclosure and transfer of the Data Elements, including personally identifiable information contained therein, to Renaissance for Renaissance use to fulfill its obligations under this MOU.

6. Duration of Agreement

This MOU becomes effective upon the date of the later signature below and will remain in force for one year following the publication of the final technical report to allow for discussion of findings between the District and RLI. Upon termination of the agreement, RLI will securely destroy all personally identifiable information included in the Data Elements. The obligations in Section 2 survive the duration of the Agreement.

7. Points of Contact and Notice

Renaissance Learning, Inc.
Lindsay Haas, Ph.D.
Sr. Research Analyst
Lindsay.Haas@renaissance.com
(608) 664-3881, Ext. 2020

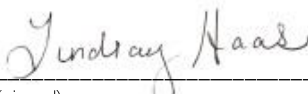
Santa Rosa County School District
Alicia Hout
Santa Rosa Student System
houta@mail.santarosa.k12.fl.us
(850) 983-5084

All notices under the Agreement shall be in writing and shall be deemed delivered when (a) delivered in person, (b) deposited in the United States mail, postage prepaid, (c) via a recognized national delivery service, such as UPS, FedEx or DHL, or (d) via e-mail, with receipt of confirmation of delivery, addressed to the addresses set forth above.

8. Approval

Renaissance Learning, Inc.
901 Deming Way, Suite 201
Madison, WI 53717

Santa Rosa County School District
6032 Hwy. 90
Milton, FL 32570



(signed)

(signed)

Lindsay Haas

Name (printed)

Name (printed)

November 8, 2019

Date

Date