SUPERINTENDENT APPROVAL OF PURCHASE OR CONTRACT RENEWAL

Request for Payment	☐	**New Contract/Agreement**	☑
Addendum/Amendment	☐	**Annual/Renewal**	☐

Vendor Name: Gaggle **BIB#**

Specific description:

To execute a contract with Gaggle for student and staff mental health services to include a 24/7 student crisis line. This contract was competitively bid and Gaggle was one of the three vendors awarded a contract.

Purpose/Outcome:

Execute a contract with Gaggle for a period of 1- year to renew for 4-1 year terms.

Term: 1 year

Funding Source: 21821101-531300-99000 MY 10/27/23 dm 10/30/23

SPECIAL REVENUE:_____ (Initial) CAPITAL/REFERENDUM/8% :_____ (Initial)

Costs: Varies based on needs Procurement Method: RFP 24-002

**Over $628,256.030 Board Approval required_____

MOUs, MOAs or Contracts Requiring Board Approval Must Be Reviewed By Legal_____

Requested by:

_____ Date: 10.26.23

If applicable, by signing as the requester, you are confirming you have read and understand Proviso 1.93 (SDE: Partisanship Curriculum) and that the services provided by the contractor are in compliance with the order. Questions regarding the Proviso may be directed to the BCSD Legal Department.

Approved by (Chief Officer):

_____ Date: 10/31/23

CFO Approval _____ Date: 10/31/23

Superintendent Approval _____ Date: 10/31/23

Updated 08/29/2023 KMY

Gaggle.Net, Inc.
5050 Quorum Drive, Suite 700
Dallas, TX 75254
800-288-7750
www.gaggle.net

CONTRACT FOR SERVICES

Contract Number: Q-120070

This contract by and between Gaggle.Net, Inc. (Gaggle) and Beaufort County School District - Beaufort SC (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Services may include but are not limited to the following:

- Crisis response via call, text, or web chat providing active listening and de-escalation for students 24x7. Crisis response will involve local authorities if a student is deemed to be in a harmful and imminent situation.
- Collect as much relevant information from the student related to the situation such as name, location, school, involved parties to pass along to district partners and/or local authorities in efforts to provide additional support to the students using ReachOut.
- Follow up to customers and/or local authorities on student conversations based on severity of the specific situation and including any relevant data collected.
- Provide reports to customers detailing volume and details of the held conversations.

2. Contract Term

Start Date: 10/19/2023
End Date: 10/18/2024

3. Services and Payment

Full annual payment is due and payable upon receipt of invoice. Invoices outstanding for over 60 days are subject to a 1% late payment penalty. The customer is responsible for any and all taxes associated with services. If Customer wishes to begin installation before the contract term start date, Customer may be required to pay a pro-rated cost for early started services. Gaggle will notify the Customer of any charges prior to the early commencement of services.

This agreement provides for fixed pricing over the term of contract. The parties recognize that the number of accounts may vary over the term of the contract. No amendment to pricing shall take place unless the number of active accounts varies by more than 20% from the original contract numbers.

Pricing described in this contract may be reviewed and adjusted annually to reflect changes in the Producer Price Index published by the United States Bureau of Labor Statistics.

4. Agreements

Customer agrees:

- To provide Gaggle with appropriate contact information for local authorities and local resources to refer students who need additional support.
- To promote the ReachOut service to the district through advertising the provide number and web chat widget regularly.
- To maintain the web chat widget on a district website that is accessible to students.
- Gaggle ReachOut is not to be used for ongoing therapy or counseling services.

Gaggle ReachOut agrees:

- To provide 24/7 access to communication with trained crisis counselors via call, text, or chat.
- To ensure that all crisis counselors have been adequately trained in de-escalation techniques and have passed a background check and screening.
- To provide a specific local number for the customer that can be used for both calling or texting to connect to a trained crisis counselor.

- To provide materials to promote the crisis number to their school community.
- To provide a regular report and summary of communications received through the system.
- To maintain the confidentiality of student records as required by state law or professional standards, and to honor any previously signed Data Privacy Agreement

5. Incorporation by Reference

Upon the commencement of service; Gaggle's applicable Quote, Invoice, Terms of Service, Service Level Agreement, Privacy Policy, Student Data Privacy Notice, along with future engagements, additional products, and renewals of service; are hereby acknowledged and incorporated by reference.

We respectfully require a signed contract on file before the start of any services.

NOTE: Contractor certifies that the scope of work/specifications as they apply to all terms and conditions within the BCSD RFP #23-001 solicitation and the Contractor's proposal in response to the RFP and shall be made part of the Contract as if incorporated therein. In the event of a contractual conflict, the rules and regulations set forth in the BCSD Procurement Code will prevail.

This Agreement shall commence on October 19, 2023, and the base term of the agreement shall be for one (1) year, expiring October 18, 2024. At the end of the initial term, BCSD has the option to extend for four (4), one (1) year periods. Extensions beyond October 18, 2028, require the BCSD Superintendent's approval.

Jennie Eft
Authorized Representative of Gaggle

11/2/2023
Date

Authorized Representative for Beaufort County School District - Beaufort SC

10/31/23
Date

Gaggle Quote Number: Q-120070

DESCRIPTION	LINK	NOTES	QUANTITY	UNIT PRICE	DISCOUNT	NET UNIT PRICE	NET TOTAL
One Time Set-up Fee			1	$1,000.00	$0.00	$1,000.00	$1,000.00
Gaggle ReachOut	Learn More	24/7/365 Crisis Call/Chat/Text	20,000	$5.00	$3.00	$2.00	$40,000.00
						TOTAL:	$41,000.00

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Dallas, TX 75254
800-288-7750
www.gaggle.net

CONTRACT FOR SERVICES

Contract Number: Q-120020

This contract by and between Gaggle.Net, Inc. (Gaggle) and Beaufort County School District - Beaufort SC (Customer) for good and valuable consideration as set forth hereby agree and contract as follows:

1. Services Provided by Gaggle

Scope of Agreement. This Agreement governs Customer's use of Licensed Mental Health professionals to provide Services.

Services may include but are not limited to the following:

- Video conference mental health therapy and coaching services, consultation, collaboration with school staff, documentation and planning, parent contact, and service coordination.
- Assessments, e.g., pre- and post-assessments and intervention services; initial and biennial assessments. Additional assessments will be administered where outlined in the student's assessment plan.
- Review of Records / Parent & Teacher Interviews, e.g., a cumulative file review for a student, including medical, educational, and social development histories, plus current parent, and teacher interviews. All such services are billed at the same rate as clinical sessions, as a Coordinated Care session.

2. Contract Term

Start Date: 10/19/2023
End Date: 10/18/2024

3. Cost

Customer agrees with the standardized hourly rate for Gaggle Mental Health Services stated in Exhibit A. All client sessions are 45 minutes and billed at an hourly rate. No costs will be billed directly to students or families or their insurance.

Customer will be billed monthly for Gaggle Therapy & Coaching Sessions used during the previous month. The parties recognize that the billing may vary over the term of the contract.

The invoice is due and payable upon receipt of invoice. Invoices outstanding for over 60 days are subject to a 1% per month late payment penalty.

Client No-Show is an Unplanned Client Absence. If the Client cancels a session with less than 24 hours advance notice or the session does not occur due to a client absence ("Unplanned Student Absence"), Customer agrees to pay Gaggle the applicable Rate to cover a portion of the scheduled session.

This is a multi-tiered support solution. Based on the client's needs, they will be assigned to a Licensed Mental Health provider who will provide the most appropriate level of care from Mental Health Coaching to Clinical Therapy services. We also contract with Associate level clinicians who are under clinical supervision, allowing them to provide therapy services.

Pricing described in this contract may be reviewed and adjusted annually to reflect changes in the Producer Price Index published by the United States Bureau of Labor Statistics.

4. Agreements

Customer agrees:

- To maintain the confidentiality of professional reports as required by state law or professional standards
- To provide any necessary information for each student referred to Gaggle Mental Health services
- To secure informed consent from students and families prior to referring students to Gaggle Mental Health services
- To provide a suitable, HIPAA compliant area to administer mental health services if a student is otherwise unable to secure a private or appropriate location

Gaggle Therapy and Coaching agrees:

- To provide licensed mental health professionals that may include counselors, therapists or therapist associates under clinical supervision that have passed a background check and screening
- Mental Health coaches licensed in other states may also be used and such licenses shall be provided, upon request, to Customer
- To provide the school district with account statements reflecting the services provided and the current retainer balance
- To ensure all providers are covered by general and professional liability insurance
- To provide access to district Reporting Dashboard for monitoring the progress of clients
- To maintain the confidentiality of student records as required by state law or professional standards, and to honor any previously signed Data Privacy Agreement
- In the event a client presents as suicidal, homicidal, or other behaviors that would cause the client or any other person immediate danger of harm, the provider will ask the client to speak to parent/guardian (in-home session) or district personnel (in- school session) located nearest to the client's current location. If they cannot or will not comply, the provider will contact their local police/EMS dispatch and make every effort to keep the client engaged when emergency personnel arrive
- If a provider has concerns regarding the welfare of a client, the provider will contact the appropriate authorities in the state where the client resides

5. Incorporation by Reference

Upon the commencement of service; Gaggle's applicable Quote, Invoice, Terms and Conditions, Service Level Agreement, Privacy Policy, Student Data Privacy Notice, along with future engagements and renewals of service; are hereby acknowledged and incorporated by reference.

We respectfully require a signed contract on file before the start of any services.

NOTE: Contractor certifies that the scope of work/specifications as they apply to all terms and conditions within the BCSD RFP #23-001 solicitation and the Contractor's proposal in response to the RFP and shall be made part of the Contract as if incorporated therein. In the event of a contractual conflict, the rules and regulations set forth in the BCSD Procurement Code will prevail.

This Agreement shall commence on October 19, 2023, and the base term of the agreement shall be for one (1) year, expiring October 18, 2024. At the end of the initial term, BCSD has the option to extend for four (4), one (1) year periods. Extensions beyond October 18, 2028, require the BCSD Superintendent's approval.

Authorized Representative of Gaggle

11/1/2023
Date

Authorized Representative for Beaufort County School District - Beaufort SC

10/31/23
Date

Gaggle Quote Number: Q-120020

DESCRIPTION	LINK	NOTES	QUANTITY	UNIT PRICE	NET UNIT PRICE	NET TOTAL
One Time Set-up Fee: Gaggle Mental Health Services			1	$5,000.00	$5,000.00	$5,000.00
Gaggle Mental Health Services - Retainer	Learn More	See Exhibit A for Gaggle Session Rates.	1	$0.00	$0.00	$0.00*
					TOTAL:	$5,000.00

* District will be invoiced monthly for sessions used the previous month.

EXHIBIT A
GAGGLE THERAPY & COACHING SESSION FEES

Service Type	Cost
Initial Client Assessment Session	$200 / Session
Individual Therapy Session	$155 / Session
Individual Coaching Session	$140 / Session
Group Therapy Session	$230 / Session
Group Coaching Session	$185 / Session
Coordinated Care Session	$75 / Session
No Show / Late Cancellation (less than 24 hours before session)	$60 / Session

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Group Coaching Session	$185 / Session
Coordinated Care Session	$75 / Session
No Show / Late Cancellation (less than 24 hours before session)	$60 / Session

www.gaggle.net | P 800-288-7750 | F 309-665-0171
5050 Quorum Drive, Suite 700, Dallas, TX 75254

Gaggle Services Terms & Conditions

Last Updated: October 26, 2023

Please read the following Agreement carefully. This Agreement explains your rights and obligations as a user of "Services" provided by Gaggle.Net, Inc. ("Gaggle"). Gaggle Services include but are not limited to, Archiving & Backup, Safety Management, SpeakUp for Safety, Mental Health Services, and ReachOut. For a further Description of Services, please consult the Gaggle Service Level Agreement.

It may be necessary for us to update or revise parts of this Agreement or any feature of Gaggle Services without prior notice. If we make material changes to this Agreement, we will post the updated Agreement (with a notice that the Agreement has been updated) and notify Customers by email using the primary email address specified in their accounts.

1. Acceptance of Terms

The Terms & Conditions herein establish the understanding for Gaggle to provide Services to you ("Customer"). Compensation for the Services provided shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement. By completing the registration process and providing Gaggle with current, complete, and accurate information, you are agreeing to be bound by these Terms & Conditions. If you choose not to agree with the changes, your only remedy would be to cancel Gaggle Services in accordance with Section 8.

2. Unauthorized Access, Password Protected, and Secured Areas

Users of Gaggle Services shall be responsible for unauthorized access made through their usernames and passwords. For this reason, Gaggle recommends that users change their passwords periodically. Access to and use of current or future password-protected or secured Services is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms for Gaggle Services. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by someone on your behalf. You agree not to misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any materials that you are exposed to through Gaggle Services. If you violate your obligations under this section, you may be subject to criminal prosecution or civil damages. You agree to notify Gaggle and your applicable administrator immediately of any unauthorized use of your account or any other breach of security known to you.

3. Privacy and Security

Gaggle uses a variety of measures to protect the security and privacy of its users. Users should be aware, however, that Gaggle cannot guarantee security and confidentiality through its Services. Gaggle accepts no responsibility for harm caused directly or indirectly by the use of its Services. Users should also be aware that the use of Gaggle email and/or email through third-party products, such as those from Google Inc. and Microsoft Corporation, is not private. Although Gaggle is not obligated to do so, it has the right to review and monitor your content and communications, including but not limited to fulfilling obligations set forth in your contract or Subscription Agreement, to back up or review messages to identify network problems, or to

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determine whether you comply with our Terms & Conditions. Gaggle, at its discretion, may choose to turn over or make available message content to appropriate personnel, the National Center for Missing and Exploited Children ("NCMEC"), and/or law enforcement agencies, if required.

For more information, please also refer to the Gaggle Privacy Policy and Gaggle Student Data Privacy Notice.

4. Confidentiality Policy

As used herein, "Confidential Information" shall mean the respective parties' proprietary information or material to which the other party may become aware of as a result of this Agreement, including but not limited to research data, methodologies, products, services, processes, formulas, technology, or other business information disclosed to one party by the other, either directly or indirectly, whether in writing, orally, or otherwise, but not including any of the foregoing that was known to the receiving party at the time of disclosure from a source other than the disclosing party or any third party that owed a duty of confidentiality with respect to such information to the disclosing party or which has become publicly known and made generally available through no wrongful act or omission of the receiving party or of others who were under confidentiality obligations with respect thereto. Each party agrees that with respect to the Confidential Information of the other party, during the term of this Agreement and thereafter, such party: (a) shall at all times maintain the confidentiality of the Confidential Information, using the same degree of care that such party uses to protect its own confidential information of a like nature and, (b) shall not disclose the Confidential Information to any other individual, entity, or third party, except as permitted herein or as may be requested or required by (or as deemed advisable by counsel under) applicable law, rule, regulation, court order, legal process, or governmental, judicial, regulatory, or self-regulatory oversight.

5. Family Educational Rights and Privacy Act (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a federal law that protects the privacy of student education records. You are required to comply with FERPA and its applicable regulations. Gaggle shall not disclose any student's education records, personally identifiable information, or other related records monitored, maintained, and retained by Gaggle and/or other Services provided by Gaggle to any third party (other than your school organization) without prior authority. Gaggle shall maintain the privacy and confidentiality of all student education records and shall make available to your school organization the right to inspect and review the student education records upon request. Gaggle shall not disclose or transmit student education records or information to any unauthorized party without the prior consent of the student, guardian, and/or your school organization, or by court order, administrative order, or subpoena. Notwithstanding the foregoing, to protect your school or district against the risks involved in handling explicit content involving minors, Gaggle registers incidents containing pornographic videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children ("NCMEC"). It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children. For more information, consult the Gaggle Student Data Privacy Notice.

6. Support

Gaggle maintains a case system to manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 7:00 PM CT Monday through Friday. Customers can reach Gaggle by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle

interface and on the Gaggle website. After-hours support is provided through a monitored email account at support@gaggle.net.

Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

7. Assignment

Neither party may assign or transfer any part of this Agreement without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement, and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

8. Term of Agreement.

This agreement commences with the start of Services and continues until otherwise terminated, by written agreement of the parties, in accordance with Section 10 or upon the expiration of the last Service Term or Renewal thereof.

9. Automatic Renewal of Services

Except as otherwise specified, Services shall automatically renew for successive one-year periods, unless and until terminated by either party in accordance herewith or unless either party provides written notice of non-renewal to the other party prior to the end of the then-current Services Term. Gaggle may increase pricing applicable to the renewal of any then-current Services Term by providing Customer with notice thereof, including by email, at least 30 days prior to the end of such term.

10. Termination

Customer may terminate the Services under this Agreement at the end of any contract by providing thirty (30) days' written notice of the intent to terminate. Gaggle may also terminate or suspend Services if you breach the conditions of this Agreement, the Gaggle Service Level Agreement (SLA), your contract, or Subscription Agreement.

You can cancel your Services by sending your cancellation notice to Gaggle, P.O. Box 735566, Dallas, TX 75373-5566; sending email to support@gaggle.net; or by fax to 309-665-0171.

Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

11. Limitation of Liability, Statute of Limitations

In no event shall Gaggle be liable with respect to Services (i) for any amount in the aggregate in excess of the fees paid by you; or (ii) for any indirect, incidental, punitive, or consequential damages of any kind whatsoever. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. You agree that regardless of any statute or law to the contrary, any claim or cause of action against Gaggle arising out of or related to use of Services or the

terms of use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

You assume total responsibility for the use of Gaggle Services and use these Services at your own risk. Gaggle exercises no control over and has no responsibility whatsoever for actions taken on the internet, and Gaggle expressly disclaims any responsibility for such actions. You acknowledge to Gaggle, and for Gaggle's benefit and the benefit of its directors, employees, licensors, and agents, that the Services may contain bugs and are not designed or intended for use in mission-critical environments requiring fail-safe performance.

12. Message Storage, Content Storage, and Other Limitations

The amount of email storage space and content storage space is limited for each user depending upon your contract or Subscription Agreement.

13. Communications

Except for any disclosure by you for technical support purposes, or as specified in the Gaggle Privacy Policy, all communications from you will be considered non-confidential and nonproprietary. You agree that any and all comments, information, feedback, and ideas that you communicate to Gaggle will be deemed, at the time of the communication, the property of Gaggle, and Gaggle shall be entitled to full rights of ownership including, without limitation, unrestricted right to delete, use, or disclose such communication in any form, medium, or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you. You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use Gaggle Services to distribute, link to, or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third-party intellectual property or privacy rights.

14. Miscellaneous

Gaggle provides Services to your organization to assist it in the protection of your students and your organization. Gaggle shall undertake every commercially reasonable effort to update its Services to maximize the detection of unsafe, graphic, and/or obscene communications. Gaggle does not warrant, represent, and/or guarantee that all unsafe communications can or will be detected while monitoring your student communications or website content.

Your organization is responsible for reviewing all Gaggle communications, and to take all reasonable and precautionary actions required by your organization to protect the interests of students including, but not limited to, notifying applicable governmental agencies and/or bureaus, such as child protection services pursuant to the Family Educational Rights and Privacy Act (FERPA) and other applicable laws and regulations.

15. Notices

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and 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.

16. Indemnity

To the extent allowed by South Carolina law, you agree to indemnify, defend, and hold Gaggle and its respective officers, directors, shareholders, employees, agents, representatives, successors, and assigns (collectively, the "Gaggle Indemnified Persons") harmless from and against any and all third-party claims, liabilities, damages, losses, or expenses arising out of, based on, or in connection with your access and/or use of Gaggle Services.

Gaggle's indemnification from third-party claims for which we have no control, even when we do our job with 100% professionalism and client satisfaction, is a requirement of our insurance carriers and legal team.

Notwithstanding the foregoing, your indemnification obligations shall be limited to the extent that such claims or demands are the results of Gaggle's breach of contract, gross negligence, or willful misconduct.

17. Taxes

All fees set forth in this Agreement and any invoices shall include all taxes except such "Transaction Taxes" which Gaggle is required by law to invoice and collect from Customer. Transaction Taxes, if any, will be separately stated on the invoice and will be paid by Customer to Gaggle unless Customer provides an exemption certificate to Gaggle or the transaction is statutorily exempt from Transaction Taxes. Gaggle shall be solely responsible for the timely remittance of all Transaction Taxes to the applicable Governmental Authority, and Gaggle shall pay (without reimbursement by Customer), and shall hold Customer harmless against, any penalties, interest, or additional taxes that may be levied or assessed as a result of the failure to invoice or delay of Gaggle to pay any such taxes. "Transaction Taxes" means sales and use taxes, value-added taxes, goods and services taxes, gross receipts taxes, and excise taxes, and excludes any tax on income, real or personal property taxes, or payroll taxes.

18. Trademarks

The trademarks, service marks, logos, slogans, and product designations of Gaggle ("Trademarks") are the property of Gaggle.Net, Inc., and/or their respective owners. You have no right to use any such Trademarks, and nothing contained in Gaggle Services grants any right to use (by license, implication, waiver, estoppel, or otherwise) any Trademarks without the prior written permission of Gaggle or the respective owner.

19. Acknowledgment of Ownership Rights and Disclosure of Deliverables

Gaggle does not convey any ownership in and Gaggle will own in perpetuity all right, title, and interest, worldwide, in and to: (i) any intellectual property or related rights owned or licensed by Gaggle and used in the performance of Gaggle's service hereunder, including Gaggle's Confidential Information, and (ii) the frameworks, methodologies, processes, inventions, analytical tools, and industry data and insights that may be used or developed by Gaggle in the performance of Gaggle's services hereunder along with any and all intellectual property rights in connection with the foregoing (the "Gaggle IP").

20. Choice of Law

This Agreement is made in and shall be interpreted and governed in all respects in accordance with the laws of

the State of South Carolina without giving effect to any choice of law or conflict of law rules or provisions.

21. Violations

Please report any violations of these Terms & Conditions to Gaggle's Customer Service department at 800-288-7750, via email at support@gaggle.net, or fax to 309-665-0171.

22. General Questions

If you have any questions regarding the Terms & Conditions, please contact Gaggle's Customer Service department at 800-288-7750, via email support@gaggle.net, or fax to 309-665-0171.

23. Additional Terms and Conditions

A. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (If Applicable to the Contract)

a. Equal Employment Opportunity. Equal Opportunity Clause: During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further

government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b. Davis-Bacon Act

i. Compliance with the Davis-Bacon Act.

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R.

pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, contractors are required to pay wages not less than once a week.

c. Contract Work Hours and Safety Standards Act

i. Compliance with the Contract Work Hours and Safety Standards Act.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause in this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses in this section.
5.

d. Clean Air Act

i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
ii. The contractor agrees to report each violation to the Procurement Officer and understands and agrees that the Procurement Officer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000.

e. Federal Water Pollution Control Act

i. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
ii. The contractor agrees to report each violation to the Procurement Officer and understands and agrees that the Procurement Officer will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
iii. The contractor agrees to include these requirements in each subcontract exceeding $150,000.

f. Debarment and Suspension

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
iii. This certification is a material representation of fact relied upon by BCSD. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to BCSD, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
iv. The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g. Byrd Anti-Lobbying Amendment

i. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Gaggle Service Level Agreement

Last Updated: May 17, 2023

This Enterprise Service Level Agreement (SLA) for Gaggle.Net, Inc. ("Gaggle") Solutions ("Services") is made in connection with, and is a part of, your (Customer) Gaggle invoice, Customer contract, or Subscription Agreement for Services including, but not limited to: Archiving & Backup, Safety Management, SpeakUp for Safety, After Hours, Mental Health Services, and ReachOut. This SLA establishes the understanding for Gaggle to provide any of these Services to ensure maximum performance and uptime. Compensation for the Services provided under this SLA shall be at the rates and terms set forth in a Gaggle invoice, Customer contract, or Subscription Agreement.

1. Descriptions of Services

Archiving & Backup

Gaggle Archiving & Backup includes the archiving of all Customer email messages up to 50 megabytes (MB) in size, and all cloud-based (Drive) files up to 300 megabytes (MB) in size.

This Service includes full-text indexing, tiered administrator access permissions, granular litigation management, audit logs of access and activity, policy-based data retention, and advanced search, data recovery, and export options. Gaggle shall not be required to archive, and Customer shall not transmit, miscellaneous documents, which are not attachments to specific email communications for the sole purpose of archiving non-email-related documents.

A separate drive-based archiving solution can also be purchased, which provides archiving of cloud-based files subject to certain file size and file type limitations. This service is intended for individual user-based file archiving versus the archiving of data systems.

Upon request, for an additional charge, all email content and cloud-based files archived by Gaggle may be delivered to the Customer.

Safety Management and SpeakUp for Safety Tipline

Gaggle shall monitor email, message communications, documents, and other file types subject to certain file size limitations within third-party services including, but not limited to, those from Google Inc. and Microsoft Corporation.

Gaggle shall not make Safety Management or SpeakUp for Safety tipline available to Customer until Customer has provided Gaggle with the identity of three (3) designated emergency contacts including all emergency contact information. "Designated emergency contact" means the individual(s) designated by you to receive and act upon Gaggle notifications. If applicable, Customer must also provide access to student information system (SIS) data.

If there is a change in any designated emergency contact and/or emergency contact information, you must immediately notify Gaggle of all applicable changes. Your failure to immediately notify Gaggle of any changes to the designated emergency contact information will result in the delay or inability of Gaggle to properly send notifications to your organization.

Chrome Extension

Gaggle's Chrome Extension is a safety monitoring solution for web searches performed by students when using a Chrome Browser on your school-provided account or devices. The extension is a lightweight add-on that does not interfere with activity on your device. It logs all searches and sends them to Gaggle for review by artificial intelligence and our human safety team. Searches that indicate suicide ideation or self-harm and threats of violence will result in email notifications and immediate emergency phone calls when warranted.

After Hours

Gaggle Safety Team Members will alert designated local authorities, who can then determine the appropriate course of action to help ensure student well-being. Possible Student Situation (PSS) incidents occurring after hours, overnight, and on weekends will be handled by the Gaggle Safety Team. Gaggle will reach out to local authorities or social workers to perform a wellness check.

Gaggle will pull data from the district's Student Information System (SIS) so that we can provide the relevant information to authorities. Files with the student data will need to be uploaded daily via a file transfer (sFTP) for each group.

Mental Health Services

Gaggle shall provide outpatient individual and group therapy or coaching sessions to address a variety of experiences, symptoms, and disorders. These services are evidence-based and individualized to meet student or staff needs addressing symptoms related to mood disorders, substance use disorders, depression, anxiety, self-harm, PTSD, grief and loss, stress, trauma, etc.

School staff identify students for therapy or mental health coaching and Gaggle will reach out to those students' parents to coordinate the student intake process and obtain informed consent. Gaggle will then match the students with licensed counselors and send a secure HIPAA-compliant video login link for each session.

Students will participate in ongoing 45-minute video sessions for a duration determined by the provider. Therapy sessions will be scheduled at convenient times for students, including evenings and weekends. Students will be able to log on for therapy sessions from home or at school.

All Gaggle Mental Health Services and activities comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

ReachOut

Gaggle will provide crisis response and de-escalation for students 24x7 via call, text, or web chat. Gaggle will provide each customer with a specific local number to connect with a ReachOut crisis responder. ReachOut is staffed with trained crisis responders to address youth crisis situations. Crisis response will involve local authorities if a student is deemed to be in a harmful and imminent situation. ReachOut is designed for in the moment response and not to be used as ongoing therapy or counseling services.

2. Service Standards

Gaggle shall regularly maintain and update, as needed, all Services. General maintenance typically shall not result in an interruption of Services (Downtime) except for Scheduled Downtime or Emergency Downtime, which is outside the control of Gaggle.

Gaggle guarantees that its Services shall be available 99.5% of the time in a given month, excluding Scheduled Downtime for maintenance and Emergency Downtime. Downtime exists when a particular Customer is unable to send or receive data from Gaggle servers, the failure is resolvable by Gaggle, and such failure has been clearly and fully communicated in writing to the Gaggle technical support team. Downtime shall be applicable until the server is able to send and receive data as confirmed by Gaggle's monitoring systems. Maintenance and updates to Services, which may require an interruption of Services, shall be scheduled by Gaggle through notice to Customer of the Scheduled Downtime. Gaggle shall undertake commercially reasonable efforts to arrange Scheduled Downtime for maintenance and updates to be performed during off-peak hours.

When third-party applications are used within Gaggle Services, Gaggle does not have control over these applications. Downtime of these applications is specifically excluded from this SLA.

3. Limitations

This SLA and any applicable Services do not apply to any of the following:

Issues that are due to factors outside of Gaggle's control including, but not limited to, natural acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers, failure of third-party software, or inability to obtain raw materials, supplies, or power used in or equipment needed for the provision of this SLA.

Interruptions that result from Customer and/or a third-party hardware or software and that are not within the primary control of Gaggle.

Issues that result from outages between Gaggle's Internet Service Provider and Gaggle servers.

Interruptions relating to Domain Name Server ("DNS") issues outside the control of Gaggle including DNS propagation or any delays in the registration or transfer of domain names and browser or DNS caching that may make Customer Site appear inaccessible when others can still access Customer Site.

Scheduled Downtime including upgrades and Emergency Downtime, as described in Section 2.

Customer acts or omissions (or acts or omissions of others engaged or authorized by Customer) including, without limitation, custom scripting or coding and any unauthorized, unlawful email practices.

Issues due to any negligence, willful misconduct, or use of the Services in breach of this SLA, Terms & Conditions, and other related documents.

4. Duration

This SLA shall commence on the Service Start (Commencement) Date and ends on the earlier of the Service End (Expiration) Date or at the time of termination in accordance with Section 7.

5. Roles and Responsibilities

The Services under this SLA are provided to Customer pursuant to Tiered Administrator Access Permissions, which Customer will select and assign to its users based on the access and security needs of the Customer's organization. Users shall only be allowed to access and utilize the Services based on the designated Administrator Access Permission. Customer is responsible to communicate all usernames and passwords to its users. Customer shall control all Customer Tiered Administrator Access Permissions and any changes to those Permissions.

Use of accounts shall be limited to those individuals granted access by the Customer, who is solely responsible for the assignment of accounts and the enforcement of user access security. Gaggle shall use commercially reasonable efforts to advise Customer in identifying any known security breach, but Gaggle shall not be liable to Customer or any user for any inability, failure, or mistake in connection with such assistance. Customer is responsible, at its own cost and expense, to maintain all Customer (Client) Software and Hardware Configurations recommended by Gaggle, which may be updated from time to time. Customer shall report to Gaggle any changes to its Customer (Client) Software and Hardware Configurations.

Customer shall be responsible for monitoring and reporting any problems with its Customer (Client) Software and Hardware Configurations to Gaggle through written or digital format. All Gaggle Services shall only be used in a manner consistent with the appropriate uses associated with the operations and functions of Customer's organization and shall not be contrary to public policy, the law, and commercially acceptable online etiquette. Failure to comply with these limitations may result in Gaggle suspending or terminating the Services of the violating user or all Customer accounts without notice. Gaggle maintains a ticket system to manage all Customer issues. Gaggle provides customer service between the hours of 6:00 AM and 7:00 PM CT Monday through Friday.

Customers can reach our Customer Service team by email (support@gaggle.net), telephone (800-288-7750), or by accessing a live chat feature within the Gaggle interface and on the Gaggle website. After-hours support is provided through a monitored email account at support@gaggle.net. Gaggle provides additional technical support twenty-four (24) hours per day, seven (7) days per week. Response time commitments are made based on the severity of the issue, ranging from six (6) hours for critical issues to twenty-four (24) hours for informational requests.

6. SLA Claim

If Customer believes Gaggle is in violation of this SLA, Customer should send an email to Gaggle at support@gaggle.net indicating the day(s) and time(s) in which the unavailability of Services occurred. Gaggle will review each claim and respond to the sender of the email within one (1) full business day.

7. Termination

Either party may terminate the Services under this SLA at any time by providing thirty-day (30) written notice of the intent to terminate. Gaggle may also terminate or suspend any and all Services immediately, without prior notice or liability, if Customer breaches any conditions set forth in this SLA or in the Terms & Conditions the Customer accepted by clicking the Accept button prior to accessing Gaggle Services. Gaggle can, at any time, modify or discontinue any of its Services without liability to any user or third party.

8. Notifications

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department and 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.

9. Assignment

Neither party may assign or transfer any part of this SLA without the written consent of the other party, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void.

Gaggle Student & Staff Data Privacy Notice

Last Updated: July 17, 2023

Gaggle.Net, Inc. (Gaggle) has been working with K-12 schools and school districts since 1998 and has always maintained clear terms regarding how we treat student and staff data. We reinforce our commitment through participation in a pledge created by the Future of Privacy Forum (FPF) and the Software & Information Industry Association (SIIA) to advance data privacy protection regarding the collection, maintenance, and use of personal information.

We will:

- Not sell student or staff information
- Not behaviorally target advertising nor show advertising to any user
- Use data for authorized education purposes only
- Enforce strict limits on data retention
- Support parental access to, and correction of errors in, their children's information
- Provide comprehensive security standards
- Be transparent about the collection and use of data

Definition of Data

Data includes all personally identifiable information (PII) and other non-public information. Data includes, but is not limited to, student data, staff data, metadata, and user content. See Data Collection section for specific data types.

Scope of Policy

This Policy describes the types of information we may collect, or that you may provide, when registering with, accessing, or using Gaggle solutions. This Policy does not apply to information we collect offline or on Gaggle websites (such as our company website) or to information that you may provide to, or is collected by, third parties.

Purpose of Data Collection and Ownership

We consider all school and district data to be confidential and do not use such data for any purpose other than to provide services on your behalf and as outlined in your service level agreement or contract. Student data is the property of the school or district and remains in the school or district's control throughout the duration of any agreement/contract.

Role of School and School Officials

Although this Policy will focus mainly on what we do, and what we confirm we will not do, with student and staff data, we believe that schools and school officials are critical partners in our collective efforts to protect and ensure only appropriate use of student-related information entrusted to them and us. In that regard, schools and school officials using Gaggle solutions should be mindful that in granting or allowing access to Gaggle solutions, they are controlling who has access to student and staff information. When we reference

"granting or allowing access," we are referring to both intentional actions, such as an administrator authorizing a Gaggle account for a teacher, as well as unintentional actions and consequences that may flow from, for example, a school's failure to maintain sufficient data governance or security practices.

In cases where the Family Educational Rights and Privacy Act (FERPA) applies, access to certain student information remains the legal responsibility of the applicable school. In all situations, it is incumbent upon our customers to make an affirmative determination before furnishing access to anyone that the party has a legitimate need for access to Gaggle solutions and the sensitive information that may be accessible to that party through Gaggle solutions.

Information About Students

FERPA and Education Records

Although FERPA was enacted decades ago, and certainly well before internet-based services became ubiquitous in academic settings, one of its core tenets was and remains the protection of the privacy of PII in students' education records. As defined in FERPA, "education records" are "those records, files, documents, and other materials which (i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution." PII from education records includes information such as a student's name or identification number, which can be used to distinguish or trace an individual's identity, either directly or indirectly through linkages with other information.

FERPA requires that educational institutions and agencies that receive certain federal funds (for example, public schools) get prior consent from a parent or legal guardian before disclosing any education records regarding that student to a third party. Consequently, before you enter, upload, or access any data concerning a minor student, you must confirm that your agency or institution has (1) obtained appropriate consent from the parent or guardian of that student or (2) determined that one of the limited exceptions to the consent requirement applies.

Gaggle only uses PII from students' education records to enable the use of Gaggle solutions to promote school safety and the physical security of students. Unless a school official expressly instructs otherwise, we will not share or reuse PII from education records for any other purpose. While we think those statements are clear, **to avoid any doubt, we will not use student PII to target students or their families for advertising or marketing efforts or sell rosters of student PII to third parties.**

FERPA (§ 99.31(a)(1)(i)(B)) permits schools to outsource institutional services or functions that involve the disclosure of education records to contractors, consultants, volunteers, or other third parties provided that the outside party: Performs an institutional service or function for which the agency or institution would otherwise use employees; Is under the direct control of the agency or institution with respect to the use and maintenance of education records; Is subject to the requirements in § 99.33(a) that the personally identifiable information (PII) from education records may be used only for the purposes for which the disclosure was made, e.g., to promote school safety and the physical security of students, and governing the redisclosure of PII from education records; and Meets the criteria specified in the school or local educational agency's (LEA's) annual notification of FERPA rights for being a school official with a legitimate educational interest in the education records.

COPPA and Children Under the Age of 13

The Children's Online Privacy Protection Act (COPPA) is a federal law designed to protect the privacy of children under 13 years old.

Gaggle's services are in compliance with the Children's Online Privacy Protection Act of 1998. Gaggle Services participates in the iKeepSafe Safe Harbor program. If you have any questions or need to file a complaint related to our privacy policy and practices, please do not hesitate to contact the iKeepSafe Safe Harbor program at COPPAprivacy@ikeepsafe.org

1. Individual children are not allowed to sign up for any Gaggle solutions. **The only way a child may obtain access to a Gaggle solution is through their school.**
2. Each school is responsible for creating student accounts for any Gaggle solution. For example, schools may choose to list students' full names, grade level, and ID number in the record for each user. Entering data in these fields is optional and is intended for administrative purposes only.
3. The schoolwide data collected by Gaggle is the school's address, grade levels, and other aggregate information about the school's internet connection, computers, and the likelihood of students having devices such as smartphones or tablets.

Disclosure and Retention of PII

Gaggle will not distribute to third parties any staff data or student data without the consent of either a parent/guardian or a qualified educational institution except in cases of **Possible Student Situations (PSS),** which may be reported to law enforcement.

To protect your students, the school or the district against the risks involved in handling sexually explicit content involving minors, **Gaggle registers incidents containing explicit videos and images of possible minors with the CyberTipline at the National Center for Missing and Exploited Children (NCMEC).** It is NCMEC's mission to prevent the spread of these materials, as well as to prevent the sexual exploitation of children.

We may also disclose student or staff data to comply with a court order, law, or legal process (including a government or regulatory request), but before doing so, we will provide the applicable school with notice of the requirement so that, if the school so chooses, it could seek a protective order or another remedy. If after providing that notice we remain obligated to disclose the demanded student or staff data, we will disclose no more than that portion of data which, on the advice of our legal counsel, the order, law, or process specifically requires us to disclose.

If a third party purchases all or most of our ownership interests or assets, or we merge with another organization, it is possible that we would need to disclose data to the other organization following the transaction; for example, were we to integrate Gaggle with the other organization's product offerings. To the extent any such transaction would alter our practices relative to this Policy, we will give schools or school districts notice of those changes and any choices they may have regarding student or staff data. Notwithstanding the foregoing, in the event of a merger, acquisition, or substantial transfer of assets, we will provide you with notice within thirty (30) days following the completion of such a transaction, by posting on our homepage and by email to your email address that you provided to us. If you do not consent to the use of

your information by such a successor company, subject to applicable law, you may request its deletion from the company.

Finally, although we outlined earlier in this Policy what constitutes student or staff data, we also want to be clear about what information is not student or staff data or PII. Once PII, whether relating to a school or district employee or student, has been de-identified, that information is no longer PII. PII may be de-identified through aggregation or various other means. The U.S. Department of Education has issued guidance on de-identifying PII in education records. In order to allow us to proactively address customer needs, we anticipate using de-identified information to improve Gaggle solutions and services. That said, we would use reasonable de-identification approaches to ensure that, in doing so, we are not compromising the privacy or security of the PII you entrust to us. **We will not attempt to re-identify de-identified data and will not transfer de-identified data to any party unless that party agrees not to attempt re-identification.**

Data Security and Protection of Data, Including PII

We have implemented measures designed to secure PII from accidental loss and unauthorized access, use, alteration, and disclosure. Among other things, PII is encrypted in transit to and from Gaggle using SSL technology. In addition, all PII is stored in multiple databases with extensive redundancy and failover maintained at data centers located in two geographically dispersed states, consistent with guidance from the U.S. Department of Education that storing sensitive education records within the United States is a "best practice." That said, unfortunately, the transmission of information via the internet is not completely secure and, although we do our best to protect PII, neither we nor any other hosted service provider can guarantee the security of all personally identifiable information.

Data integrity and accuracy are achieved through strict restrictions on how data may be accessed and by whom. Audit logs are kept to be able to track data modification. Additional security measures are in place to prevent and identify data tampering. In the extremely rare case of a data breach, we will immediately notify all customers affected using the primary email address specified in their accounts. It is the responsibility of our customers to contact parents or legal guardians regarding a data breach.

Gaggle has completed a SOC 2 Type 2 audit of the Trust Service Principles: Security, Availability, and Privacy. Our assessors' review of our technology and practices resulted in a final SOC 2 report free of any disclosures, which evidences Gaggle's unwavering commitment to information security and keeping our customers' data safe.

According to the American Institute of CPAs:

"A Software-as-a-Service (SaaS) or Cloud Service Organization that offers virtualized computing environments or services for user entities and wishes to assure its customers that the service organization maintains the confidentiality of its customers' information in a secure manner and that the information will be available when it is needed. A SOC 2 report addressing security, availability, and confidentiality provides user entities with a description of the service organization's system and the controls that help achieve those objectives."

Expiration of Agreement and Disposal of Data, Including PII

Upon the expiration or termination of any agreement/contract between a school or school district and Gaggle, we keep customer data for up to 30 days except in cases where state laws require a specific shorter or longer duration.

Any retained data will, of course, remain subject to the restrictions on disclosure and use outlined in this policy for as long as it resides with us.

Correction of Data

We only accept requests to change data from main contacts and administrators. Parents or legal guardians who request changes to student data should go through a school- or district-authorized main contact or administrator.

Focused Collection

- Geolocation data is not collected.
- Gaggle does not collect biometric data.
- No sensitive data is intentionally collected.

Data Collection

- Types of Data we can collect: Student first and last name, Student Physical Address, Student ID, Parent/Guardian First and last name, Parent/Guardian Physical address, Parent/Guardian Phone/Mobile Number, Parent/Guardian Email Address. While Gaggle can collect this data if provided by the district, the student email is the only required data point for Gaggle Services to be enabled.
- Gaggle does not combine personally identifiable information except for data produced by the school or district.
- All data collected will be used solely for the stated purpose of ensuring student safety as required by the product. All data is used only for the purpose for which it was collected for product requirements to ensure student safety.
- No user personal information is acquired from third parties.
- The product does not provide any links to external websites.
- Third parties are not allowed to access user information.

Data Sharing

- No data is shared with unrelated third parties unless requested by a customer or as required by law.
- All data collected will be used solely for the stated purpose of ensuring student safety as required by the product.
- Data is never shared with unrelated third parties for research, although de-identified data is used to improve the product.

Data Storage

- While aggregate data is maintained, none is shared with unrelated third parties.

- **Third-Party Subprocessors**
  - **AWS (Amazon Web Services)** - for providing servers, databases and network infrastructure for storage, service delivery and other related services.
  - **Quadranet** - Physical Data Center that houses IT infrastructure for delivering applications and services. This location/Infrastructure is also used as a failsafe to provide 24/7 security and access control to our services.

Data Security

- User identity is not linked to other sources, except student information systems as provided by the school or district.
- Gaggle and our sub processing partners have completed a SOC 2 Type 2 audit of the Trust Service Principles: Security, Availability, and Privacy of all services and systems.

Data Rights

- Schools and districts operating in loco parentis control all student information and privacy settings.
- Users do not create or upload data on Gaggle but may do so via the platforms being monitored.
- Schools and districts may download data from the system.

Data Sold

- **No user data is ever sold to third parties. As such, an opt out is unnecessary.**
- User information is never transferred to a third party.
- Data is not shared with third parties for research or product improvement.

Data Safety

- Users cannot communicate with untrusted users via Gaggle. No communication via Gaggle is enabled for Gaggle Safety Management.
- **Users do not create profiles on Gaggle, nor do they engage in social interactions in the safety management system.**
- No personal information is displayed publicly.
- All user-created data is content filtered and none is displayed publicly.
- All interactions between users, social or otherwise, and administrator activities are logged.
- Users can report abuse or cyberbullying either directly in content, via the SpeakUp for Safety tipline, or by contacting Customer Support.

Ads & Tracking

- No marketing messages are ever sent to end users.
- Gaggle does not engage in sweepstakes, contests, or surveys with end users.
- **Gaggle does not engage in contextual or behavioral marketing.**

Parental Consent

- Gaggle is only provided to schools and districts operating in loco parentis. Students are subject to the school's acceptable use policy.
- COPPA parental consent is provided via the school or district operating in **loco parentis.**
- Parental consent with respect to third parties does not apply as there are no third-party relationships and **consent is provided by the school or district.**
- Parental consent can be withdrawn via arrangements with the school or district.
- **Parental consent notice and submission methods are provided via the school or the district.**

School Purpose

- Gaggle is designed and built for K-12 students, schools, and districts but is not marketed to students.
- Gaggle does not publish or disclose directory information.

Changes to This Policy

We may update this Policy from time to time. If we make material changes, we will post the updated policy on this page (with a notice that the policy has been updated) and notify all customers, within 30 days by email using the primary email address specified in their accounts.

Contact Information

You can, and should, ask questions about this Policy and our privacy practices. You should always feel free to contact us at:

Gaggle.net, Inc.
5050 Quorum Drive
Suite 700
Dallas, TX 75254
Phone: (800) 288-7750
Email: support@gaggle.net

STUDENT PRIVACY PLEDGE SIGNATORY

Gaggle Privacy Policy

Last Updated: September 9, 2022

Welcome to the company website of Gaggle.Net, Inc. (Gaggle).

This policy describes the types of information we may collect from you or that you may provide when you visit http://www.gaggle.net (the "Company Site") and our practices for collecting, using, maintaining, protecting, and disclosing that information. Please note: The information herein represents only the Company Site at https://www.gaggle.net and not Gaggle.Net, Inc. ("Gaggle") Solutions ("Services").

The Company Site is intended for a general audience. Although we may permit educators and parents to access Gaggle solutions through links provided on the Company Site, access to and use of Gaggle solutions is governed by separate agreements with customers and authorized users, including our Student Data Privacy Notice, Terms & Conditions, and Service Level Agreement. In addition, this policy does not apply to information collected by us offline or through any other means or by any third party, including through application or content (including advertising) that may link to or be accessible from or on the Company Site.

Please read this policy carefully to understand our policies and practices regarding your information and how we will treat it. If you do not agree with our policies and practices, your choice is not to use the Company Site. By accessing or using the Company Site, you agree to this privacy policy. This policy may change from time to time (see "Changes to this Privacy Policy"). Your continued use of the Company Site after we make changes is deemed to be acceptance of those changes, so please check the policy periodically for updates.

Children Under the Age of 13 and Student Education Records

The Company Site is not intended for children under 13 years of age or for use in connection with student education records. We do not knowingly collect personal information from children under 13, or information that may comprise student education records, through the Company Site. If you are under 13, do not use or provide any information on the Company Site or on or through any of its features. In addition, regardless of age, you should never provide student education records on or through the Company Site. If we learn we have collected or received personal information from a child under 13 without verification of parental consent or any education records of a minor student through the Company Site, we will delete that information.

To learn more about our practices with respect to student information entered into Gaggle solutions, please refer to our Student Data Privacy Notice.

Information We Collect About You and How We Collect It

We collect several types of information from, and about, users of the Company Site, including information:

- By which you may be personally identified, such as name, employer, job title, postal address, email address, and telephone number ("personal information")
- About your internet connection, the equipment you use to access the Company Site, and other usage details

We collect information:

- Directly from you when you voluntarily provide it to us by completing web forms on the Company Site, such as requests for marketing or other information
- Automatically as you navigate through the Company Site, such as usage details, IP addresses, operating systems, browser types, and information collected through automatic data collection technologies, including cookies, web beacons, and other tracking technologies
- That details your visits to the Company Site, including traffic data, location data, logs, and other communication data, and the resources that you access and use on the Company Site
- Including records and copies of your correspondence (including email addresses), if you choose to contact us
- To help us estimate our audience size and usage patterns
- To recognize you when you return to the Company Site

The technologies we use for this automatic data collection may include:

Cookies (or browser cookies): A cookie is a small file placed on the hard drive of your computer. You may refuse to accept browser cookies by activating the appropriate setting on your browser. However, if you select this setting, you may be unable to access certain parts of the Company Site. Unless you have adjusted your browser setting so that it will refuse cookies, the Company Site will issue cookies when you direct your browser to the Company Site.

Web Beacons: Pages of our Company Site and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags, and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Third-Party Use of Tracking Technologies

The Company Site works with third parties when you use the Company Site and to perform services on our behalf. We do not control these third parties' tracking technologies or how they may be used. If you have any questions, you should contact the responsible provider directly.

- **Act-On** allows us to track the activity of anonymous and known prospects coming to the Company Site.
- **AddThis** is a social bookmarking service integrated into the Company Site through the use of a web widget to allow visitors to easily share content.
- **Disqus** is a networked community platform that allows the Company Site to gain a feature-rich comment system complete with social network integration, advanced administration and moderation options, and other extensive community functions.
- **Google Analytics** is a web analysis service provided by Google Inc. ("Google"). Google utilizes the data collected to track and examine the use of the Company Site, prepare reports on its activities, and share them with other Google services.
- **Service Cloud** is a customer service platform that allows the Company Site to create customer relationships that are meaningful, personal, and productive through the use of live chat.

How We Use Your Information