



SALES ORDER

QUOTE # 10096
DATE : 04/06/2016

Adrylan

Innovative K12 Assessment powered by Adrylan Communications

25032 Las Brisas Rd # D
Murrieta, California 92562
Phone: (951) 506-3593 Fax: (951) 506-3593
EADMS Contact: Neal Robbins
Email : neal@eadms.com

TO Shannon Ortland
Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519
(925) 682-8000 , ext. 4132

SHIP Shannon Ortland
TO Mt. Diablo Unified School District
1936 Carlotta Drive
Concord, CA 94519
(925) 682-8000 , ext. 4132

Term Period

TERM	TERM START DATE	TERM END DATE	TERM TOTAL	NOTE
1	April 15, 2016	June 30, 2017	\$193,500.00	Term 1 includes EADMS plus INSPECT Item Bank and Standards Based Report Card. Includes 10 days of training year 1.
2	July 1, 2017	June 30, 2018	\$186,025.00	Term 2 includes EADMS plus INSPECT Item Bank and Standards Based Report Card. Includes 5 days of training year 2.
3	July 1, 2018	June 30, 2019	\$181,540.00	Term 3 includes EADMS plus INSPECT Item Bank and Standards Based Report Card. Includes 2 days of training year 2.
Total	April 15, 2016	June 30, 2019	\$561,065.00	Total 3 year contract for EADMS plus INSPECT Item Bank and Standards Based Report Card. Includes a total of 17 training days.

License Fees and Charges for Platform, Services and Add-ons

QTY	PRODUCT NUMBER	DESCRIPTION	PRICE	LINE TOTAL
31000	EA-011	EADMS Assessment Platform	\$3.75	\$116,250.00
31000	KDS-INSPECT	INSPECT Item Bank	\$1.50	\$46,500.00
15800	EA-009	Report Card License Per Student	\$1.00	\$15,800.00
10	EA-039	Training Days - Onsite	\$1,495.00	\$14,950.00

Total Three Year Contract

Year 1	Annual	Cost	\$193,500.00
3 Year	Total	Cost	\$561,065.00

This Agreement (the "Agreement") is entered into by and between Adrylan Communications, Inc., a California corporation located at 25032 Las Brisas Rd., Murrieta, CA 92562, (hereafter referred to as "Adrylan") and the party referenced on the Sales Order included with this Agreement ("Client"), and is effective as of the date on the Sales Order ("Effective Date"). The terms and conditions of this Agreement apply to the Sales Order included with this Agreement and all other Sales Orders referencing this Agreement and Addenda. For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Services Adrylan agrees to provide access to the Educators Assessment Data Management System ("EADMS™"), perform the services, deliver the Deliverables, and license or sublicense a subscription to Content, in all cases only when authorized pursuant to and conditioned upon a Sales Order (the "Services"). See Appendix A for EADMS™ features. This is part of a comprehensive professional development program being implemented by Client to foster better collaboration and instruction by teachers and will be delivered using the Software as a Service (SaaS) model, using advanced servers located in duplicate data centers in multiple geographic areas. Appropriate browsers must be HTML5-compliant, and include Microsoft internet Explorer, Chrome, Firefox, and others.

Support Services Adrylan will provide the Client with the planning, training and data integration services, if any, as set forth in the applicable Sales Order. Training and Planning days must be used within twelve (12) months of the date set forth on the applicable Sales Order, otherwise they shall be forfeited.

Payment Adrylan shall invoice Client for all fees due as described in the applicable Sales Order. Invoices may be provided to Client by e-mail. Client shall pay all invoices in full in U.S. dollars within 30 days of the applicable invoice date. The parties shall cooperate to promptly resolve any dispute. Client shall reimburse Adrylan for all fees and costs (including legal fees) incurred by Adrylan in connection with collecting any overdue amounts. Adrylan may, upon 10 days' prior written notice, suspend its performance hereunder for any payment past due. Performance by Adrylan hereunder is subject to Client satisfying Adrylan' credit approval process.

Criteria and Acceptance The Deliverables shall comply with the criteria set forth in each Statement of Work applicable to such Deliverables (the "Acceptance Criteria"). The Client shall have ten (10) business days from delivery of the Deliverables (the "Review Period") to review the same for compliance with the Acceptance Criteria. Unless the Client delivers a notice to Adrylan stating in particular detail how some or all of the Deliverables did not meet the Acceptance Criteria during the Review Period (the "Compliance Notice"), the Deliverables shall be deemed accepted by the Client. Upon receipt of a Compliance Notice, Adrylan shall have a reasonable period of time to review, revise and modify the Deliverables to comply with the Acceptance Criteria and the Compliance Notice. The Client and Adrylan shall work in good faith and in a timely fashion to resolve any issues identified in the Compliance Notice during this time period. Upon acceptance or deemed acceptance by the Client of the Deliverables, Adrylan will grant the appropriate license as hereinafter set forth.

Adrylan Proprietary Rights; Client License All EADMS™ information, products, tests, items, questions, modules and formats (the "Solution"), and proprietary software, as well as any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, trade secrets, software, and any other proprietary rights inherent therein, used by Adrylan to provide the Content, Deliverables, or Services hereunder, whether developed alone or jointly with the Client or other third parties (collectively "Adrylan Materials") shall remain the sole and exclusive property of Adrylan. Nothing herein is intended to, or shall, convey any right or ownership interest to Client or any other person or entity in or to such Adrylan Materials. Notwithstanding the foregoing, (a) if a Sales Order is for subscription to Platform and Content, then upon payment of the applicable fees set forth in such Sales Order and during the Term only, Adrylan grants to Client a non-exclusive, non-transferable license to use and access the Platform for the Client's own use(s) (the "Platform License") according to Adrylan's directions and specifications included in the documentation for the Content subscription, and not for any other purpose whatsoever or for use by any other person or entity by, through or on behalf of the Client or (b) if a Sales Order is a license to use or access proprietary software, then upon payment of the applicable fees set forth in such Sales Order and during the Term only, Adrylan grants to Client a non-exclusive, non-transferable license to use and access the proprietary software for the Client's own use(s) (the "Software License") according to Adrylan's directions and specifications included in the documentation for the proprietary software, and not for any other purpose whatsoever or for use by any other person or entity by, through or on behalf of the Client. The Content License and Software License granted hereunder may not be sub-licensed or assigned by the Client. If there is any unauthorized use or access of any of the Content or the proprietary software, the Client must immediately notify Adrylan by email to Support@EADMS.com.

Proprietary Item Bank Data EADMS™ system may contain an integrated third-party item bank, licensed from another vendor. These items are wholly owned by and proprietary to the third party vendor, and as such, are protected against unauthorized copying and use. The Client, its employees and agents are prohibited from extracting, copying, or otherwise using any third party test item from the EADMS™ system and using it outside of the EADMS™ system. Customer acknowledges that Adrylan is not responsible for the quality and content of third party item bank items, consistent with existing standard EADMS™ test creation, management, administration, and reporting features.

Proprietary Locally Created Item Bank Data EADMS™ has the capability to allow the Client to create its own Item bank items. Such items shall only be available to Client and are not shared as public items among different clients. Client certifies that EADMS™ will not be used to enter test items from any third-party source, such as test publishers, or download content from the Internet, including images, without authorization from the source or copyright holder. In no event shall Adrylan be liable for any violation of third-party copyrights resulting from input of proprietary or copyrighted test items or images by the Client, its employees or agents.

License Limitations Adrylan and its licensors retain all rights not specifically granted to the Client, including the right to use and further license the Deliverables, Content and proprietary software for its own purposes and for its other clients. To the extent that the Services, Deliverables or Content License includes third party licensed materials, such Content License, Service or Deliverable shall be subject to the terms of the license between Adrylan and the third party, and Adrylan reserves the right to amend, modify and terminate the Content License, Service or Deliverable based upon the limitations imposed by the third party license. The parties understand and agree that any license hereunder does not include any right to, and the Client shall not, sell or sublicense the proprietary software, Content or Deliverables, in whole or in part, to any third party or contest Adrylan's and its licensors' rights to the proprietary software, Deliverables or the Content. The parties understand and agree that the applicable license does not include any right to, and the Client shall not, sell or sublicense Adrylan Materials, services or documentation in whole or in part, to any third party or contest Adrylan's and its licensors' rights to the Adrylan Materials or related services or documentation.

Client Data All Client information and data stored by Client on Adrylan' systems pursuant to this Agreement (the "Client Data") shall be Client's exclusive property and treated as confidential information, provided, however, Adrylan may use and disclose such information (including without limitation demographic information and assessment results data) in an aggregate format where data concerning individual students, teachers, schools or districts may not be identified or derived. Client is solely responsible for the adequacy and accuracy of Client Data. Adrylan may access such Client Data for the purpose of delivering the Services. Client Covenants Client represents and warrants to

Adrylan that: (a) Client will use the Services and proprietary software in compliance with all Requirements of Law and in accordance with this Agreement and Adrylan' acceptable-use policy as then in effect, and (b) Client has the right and authority and any and all necessary third-party authorizations and consents to provide Adrylan with the Client-supplied software, Client-supplied hardware, Client Data and other materials supplied by Client hereunder. Client acknowledges and agrees that any personally identifiable information, credit card information, student or education-related information, or health information which is afforded protection under any Requirements of Law (the "Protected Data") will be transmitted and provided to Adrylan in a protected or encrypted format in compliance with the Requirements of Law. The placing by Client of Protected Data in the Adrylan environment without complying with the foregoing is a material breach of this Agreement. Client or its authorized third party is solely responsible for (i) the transmission of Protected Data to the Adrylan-supplied software, (ii) the use and storage of any Protected Data, whether or not provided by Adrylan, on Client supplied-software or Client-supplied hardware, and (iii) any approval, certification or audit for compliance with any Requirements of Law for Protected Data, and none of the same shall not be undertaken in reliance of any Services provided by Adrylan.

Availability For so long as Adrylan hosts the proprietary software pursuant to the Software License for the Client under the Agreement, this section shall apply. Adrylan may experience website outages where the proprietary software cannot be accessed. ADRYLAN DOES NOT WARRANT THAT THE PROPRIETARY SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. Adrylan will use reasonable efforts to make the proprietary software available 24 hours per day, 7 days per week, except for downtime for scheduled and unscheduled maintenance and events beyond the reasonable control of Adrylan, including force majeure, and will promptly investigate any technical problems that the Client reports to Adrylan. Adrylan shall be permitted to retain a third party to provide hosting services. Client, at its sole cost and expense, is responsible for supplying computers and other hardware to be used at Client's site, Client's WAN and Client's telecommunications devices and to maintain the foregoing in good working order and condition in order to access the proprietary software. Client bears the entire risk of the performance or non-performance of all Client-Supplied software, computers, WAN, LAN and telecommunication device.

Passwords and Security For so long as Adrylan hosts the proprietary software under the Agreement for the Client, this Section shall apply. Adrylan will either provide the Client with user names and passwords or a mechanism for the Client to create them in the proprietary software for every user of the proprietary software ("Permitted Users"). No persons, other than Permitted Users, shall have access to and use of the proprietary software. The Client agrees at all times to maintain the confidentiality of all of its user names and passwords. The Client agrees not to permit a third party other than Permitted Users to use the proprietary software through its license. If there is any unauthorized use or access of any of the Client's accounts, the Client must immediately notify Adrylan of the security breach by email. Designated Representatives If applicable, Adrylan and the Client shall each designate and make available to the other party via telephone and electronic mail, personnel who are knowledgeable about the Content, Deliverables or Services hereunder to whom questions can be referred. Adrylan will provide a Product Support Team year round for questions and concerns about the Content, Deliverables, or Services. The Product Support Team will be accessible with a customer service number Monday-Friday, excluding holidays during the hours of 6:00 a.m. to 5:00 p.m. PST during the school year and 8:00 a.m. to 5:00 p.m. ...during the summer. Outside of these hours, when customer service staff is not available to take a call, a voicemail system will be available to record the caller's message. Adrylan will return phone and email messages in a timely manner. Phone: (951) 506-3593 Email: Support@EADMS.com Fax: (951) 600-1999.

Term; Termination Unless terminated earlier pursuant to the terms hereof, a Sales Order shall determine commencement date and shall continue in effect as set forth in the applicable Sales Order (the "Term"). Either party may terminate by written notice to the other party if the other party breaches or fails to observe or perform any term or condition of such Sales Order or this Agreement and does not materially cure such breach or failure within 30 days after written demand (five days in the case of late payment of fees) by the non-breaching party specifying the nature of the breach in reasonable detail and stating such party's intention to terminate; provided however, that such written demand must be sent within 30 days of the event or such right to terminate shall be deemed waived, unless such breach is continuing or concerns the payment of fees. The failure to pay amounts owed when due shall be considered a material breach. Upon termination, all rights and obligations of the parties under such terminated Sale Order shall cease, except for those rights and obligations that, by the terms or the nature of the right or obligation, survive termination. Upon termination of a Sales Order: (a) Client must cease using, and Adrylan will cease providing, the Content and access to the proprietary software, (b) the Content License and Software License shall terminate, and (c) Client shall remove copies of Content or Adrylan Materials from Client's systems and property and certify the same to Adrylan within 10 days of termination. Within 30 days after the effective date of any termination, Client shall pay Adrylan all amounts owed through such effective date of termination. **The "Indemnification," "Limitation of Liability" and "Miscellaneous" provisions shall survive termination.**

Warranty Disclaimers ADRYLAN DOES NOT MAKE, AND ADRYLAN EXPRESSLY DISCLAIMS, ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE CONTENT, PROPRIETARY SOFTWARE, DELIVERABLES AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Indemnification To the maximum extent permitted by applicable law, each of Adrylan and Client hereby agrees to indemnify and hold harmless the other party, and its respective employees, agents, officers, directors, affiliates and successors (the "Indemnitees") harmless against and from all liability, demands, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' fees, (collectively "Damages") sustained or incurred by any of the Indemnitees, as a result of, arising out of or by virtue of any breach by such party, subject to the limitations set forth below. To the maximum extent permitted by applicable law, in addition to the indemnification obligations set forth above, the Client shall indemnify, defend, and hold Adrylan, its affiliates, officers, directors, shareholders, principals, agents, servants, and employees, harmless from any and all Damages to the extent arising out of or relating to (1) the Client's failure to use corrections or enhancements provided to the Client by Adrylan; (2) the Client's distribution, marketing or use of the Content for the benefit of parties other than the Client; or (3) the combination of the Content with non-Adrylan products or services. In addition to these indemnification obligations, the Client shall indemnify, defend, and hold Adrylan, harmless from any and all Damages arising out of or relating to (1) the Client's misuse or modification of the proprietary software; (2) the Client's distribution, marketing or use of the proprietary software for the benefit of parties other than the Client; (3) the combination of the proprietary software with non-Adrylan products or services, or (4) the introduction of a virus, malware, spyware or any foreign software to the proprietary software by or as a result of the Client's use of or access to the platform.

Limitation of Liability IN NO EVENT SHALL ADRYLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES—INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA OR LOSS OF PROFITS—ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, ANY SALES ORDER, THE CONTENT, ANY DELIVERABLE, OR ANY SERVICES EVEN IF EACH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. IN NO EVENT WILL ADRYLAN HAVE LIABILITY IN THE AGGREGATE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, FOR ANY AMOUNT IN EXCESS OF THE TOTAL AMOUNT PAID BY CLIENT TO ADRYLAN UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM ARISES.

Other Definitions (A) "Addenda" means any exhibits or addendum included with this Agreement or referencing this Agreement or executed (or initialed) by each party to this Agreement. (B) "Deliverable" means any product or item to be delivered by Adrylan to Client in accordance with a Sales Order, as detailed in a Statement of Work (if applicable), excluding however, any subscription for Content. (C) "Sales Order" means a document executed or agreed to by the parties identifying the Services agreed upon by the parties to be provided by Adrylan to Client, the pricing for such Services and the term during which such Services are to be provided. (D) "Statement of Work" or "SOW" means a statement of work describing the specifications of the Services. The parties can execute a SOW to add Services to a Sales Order and SOW shall become an exhibit to the applicable Sales Order. (E) "Requirement of Law" means all federal, state and local laws, rules and regulations, and all orders, judgments, decrees or other determinations of any governmental (federal, state or local) authority, including without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g.

Miscellaneous (A) Nothing in this Agreement will be construed to imply a joint venture, partnership or agency relationship between the parties, and Adrylan will be considered an independent contractor. (B) This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and shall not be construed as conferring any rights on any other party. (C) Neither party may assign its rights and liabilities under the Agreement without the consent of the non-assigning party, which shall not be unreasonably withheld, conditioned or delayed; *provided* that either party shall be obligated to assign this Agreement to a successor in interest in the event of a change of control resulting from a merger, sale of stock or sale of all or substantially all of the assets of a party relating to the Services and Adrylan shall have the right to assign this Agreement to any affiliate upon written notice to Client. (D) This Agreement plus the Sales Orders and Addenda referencing it constitute the entire agreement between the parties relating to its subject matter. (E) If any portion or provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions and provisions shall remain in full force and effect. (F) In the event of any conflict or inconsistency between the provisions of this Agreement and a Sales Order, the Agreement shall prevail unless the Sales Order or SOW references a specific provision in this Agreement that is being superseded. (G) Notices, requests and demands expressly contemplated shall be in writing and shall be deemed to have been duly given (a) 1 business day after being given to an overnight courier with a reliable system for tracking delivery or (b) 3 business days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be sent to the addresses indicated in the Sales Order. (H) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. For purposes of this Agreement, a facsimile of a party's signature printed by a receiving facsimile machine or computer shall be deemed an original signature. (I) THIS AGREEMENT SHALL BE DEEMED TO BE A CONTRACT MADE UNDER, AND SHALL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, EXCLUDING ITS CONFLICT-OF-LAW RULES. (J) Except with respect to any payment obligations, neither party will be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, and will be entitled to a reasonable extension of time to remedy any such delay or failure to perform. (K) EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY FOR ANY CLAIM ARISING OUT OF THE AGREEMENT OR THE RELATIONSHIP. IN WITNESS WHEREOF, the parties have executed this Sales Order and Agreement by their duly authorized representatives.

Customer Authorizing Name Printed: _____	EADMS™ Authorizing Name Printed: _____
Customer Authorizing Signature: _____	EADMS™ Authorizing Signature: _____
Title: _____	Title: _____
Date: _____	Date: _____
Account Name/Address for Invoicing: _____ _____ _____	

Attach your purchase order payable to EADMS™
THANK YOU FOR YOUR BUSINESS!

Appendix A - EADMS™ Features

- Hosted at Adrylan's Data Center
- Test Creation and Administration Module
- Student Online Assessment Module
- Performance Task Creation Module
- Plain Paper Scan and Score support
- Support for general 3rd party Item Banks (purchased separately)
- Analytical Reporting Module:
 - Customized Enrollment Reports
 - Student Profile & Mastery Reports
 - Standards-Based Reporting Suite
 - State Mandated Performance Reports
 - Local Benchmark Performance Reports
 - General Purpose Report-Builder Module
 - Custom Reports Services
 - Movement Analysis Reports
 - Scaled Score Calculations
 - System Usage Reports
 - User Monitoring of Logins and Report Access
 - Benchmark Activity & Compliance Reports
- Teacher, Principal & Administrator Dashboards
- Unlimited phone and email support provided to EADMS™ Data Administrators
- Electronic enrollment updates processed weekly

Appendix B - Implementation Services

Software Implementations require coordination, cooperation and a sense of urgency to be successful and on time. This is what you can expect during your implementation:

- Initial Implementation call to define roles, responsibilities and timelines for our team and your staff
 - Verify Student Information System, Grade levels, and course scheduling
 - Verify content purchased, supplemental services, and training/PD schedule
- Set up a secure FTP site for your data person to upload files from your SIS
- Establish a deadline for district to submit database to SFTP site. This is crucial as the entire project timeline hinges on this very important piece.
- Discuss user roles and permissions
- Establish user name and password protocol
- Establish student user name and password protocol for online testing
- If you will be using scanners, we will identify scanners and scanning stations. Verify Twain compliant drivers.
- Set your Go Live date
- Schedule initial training for trainers and administrators

Addendum 1

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. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR & 99.31):
 - School officials with legitimate educational interest;
 - Other schools to which a student is transferring;
 - Specified officials for audit or evaluation purposes;
 - Appropriate parties in connection with financial aid to a student;
 - Accrediting organizations;
 - To comply with a judicial order or lawfully issued subpoena;
 - Appropriate officials in cases of health and safety emergencies; and
 - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

Addendum 2

Compliance with California Law, Assembly Bill 1584

Adrylan Communications, Inc., through its EADMS related K-12 products and services, ensures it complies with all of the required provisions listed in California Assembly Bill No. 1584, Education Code, Section 49073.1, enacted January 1, 2015.

California Assembly Bill No. 1584 Provisions:

- *A statement that pupil records continue to be the property of and under the control of the school district.*
 - Adrylan Communications complies with this provision and ensures that pupil records are the property of and under the control of the school district or local education agency. The EADMS System only contains pupil data provided to it from the school district either through direct secure data transfer from district servers or via district controlled data gathering methods, such as online or paper and pencil testing proctored by district staff.
- *A description of the means by which pupils may retain possession and control of their own pupil-generated content, if applicable, including options by which a pupil may transfer pupil-generated content to a personal account.*
 - Adrylan Communications complies with this provision. When access to pupil-generated content is granted by the district through a district issued and controlled pupil EADMS secure login account, pupils have the ability to access and download copies of their content to a personal account.
- *A prohibition against the third party using any information in the pupil record for any purpose other than those required or specifically permitted by the contract.*
 - Adrylan Communications complies with this provision. Adrylan Communications prohibits using any student information for any purpose outside those required or permitted by our contract, such as report generation.
- *A description of the procedures by which a parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information.*
 - Adrylan Communications complies with this provision. The district controls whether parent or students have access to pupil data through the EADMS System. When such access is granted, parents or pupils can review such data. However, since all pupil data is provided to EADMS by the district, any parent or student request to correct data has to come directly from the district through daily student data updates or by utilizing specific EADMS System management tools.
- *A description of the actions the third party will take, including the designation and training of responsible individuals, to ensure the security and confidentiality of pupil records.*
 - Adrylan Communications complies with this provision by ensuring that staff is trained and systems are in place to provide required security and confidentiality of student records. All access to EADMS for viewing pupil data is strictly controlled by district-controlled user access lists. It is the district that grants user access to their data on a need-to-know basis and then only in order to deliver services described by the contract. Adrylan Communications does not provide third-parties access to pupil data unless directed to do so in writing by the district.
- *A description of the procedures for notifying the affected parent, legal guardian, or eligible pupil in the event of an unauthorized disclosure of the pupil's records.*
 - Adrylan Communications complies with this provision. Unless provided for in the contract, the EADMS System does not contain parent or legal guardian contact information. However, in the unlikely case of an unauthorized disclosure of student

records, Adrylan Communication will make every effort to assist the district in notifying the affected parents or legal guardian.

- *A certification that a pupil's records shall not be retained or available to the third party upon completion of the terms of the contract and a description of how that certification will be enforced. (NOTE: These requirements do not apply to pupil-generated content if the pupil chooses to establish or maintain an account with the third party for the purpose of storing that content either by retaining possession and control of their own pupil-generated content, or by transferring pupil-generated content to a personal account).*
 - Adrylan Communications complies with this provision and certifies that all student data is destroyed after completion of the terms of our contract.
- *A description of how the district and the third party will jointly ensure compliance with the federal Family Rights and Privacy Act (20 U.S.C. Sec. 1232g).*
 - Adrylan Communications complies with this provision and fully complies with FERPA regulations.
 - Adrylan Communication supports the schools requirement to allow parents or eligible students to inspect and review the student's assessment data maintained in the EADMS system for all parents issued a parent/student login.
 - A request by parents or eligible students to correct records which they believe to be inaccurate or misleading that affects assessment data stored in the EADMS System will be changed upon receipt by EADMS from the school's student information system.
 - Adrylan Communications does not release any student assessment information to any non-district party.
- *A prohibition against the third party using personally identifiable information in pupil records to engage in targeted advertising.*
 - Adrylan Communications complies with this provision. It is Adrylan Communication's policy to not sell, trade, or rent personal identification information in student records to anyone outside our organization.