



Office of the Superintendent

DATE: November 6th, 2025

AGENDA TOPICS: Just Right Reader Data Sharing Agreement

PRESENTER: Michelle O'Dell

BACKGROUND INFORMATION:

Two classes at Murdock Elementary will pilot the Just Right Reader program: one TK class and one 1st grade class. We will provide student reading data and Just Right Reader will provide personalized book bags with books based on that student's reading level. Additionally, the company will provide the classroom teacher with lesson plans for the small group differentiated instruction that correlates with the readers. After two weeks of focusing on the phonics concepts in that first round of books, the books go home so parents can read with their children. The company provides a video for parents to watch and learn about the phonics concepts the books focus on. This is repeated for two more rounds. Once the three total rounds are completed, students will be assessed again and that data will be shared with Just Right Reader. This will allow us to see the impact of the program.

RECOMMENDATION:

Approve the data sharing agreement.

Thank you!



JUST RIGHT READER, INC.

Data Sharing Agreement

(JRR Version v1-P2025)

This Data Sharing Agreement (“**DSA**”) supplements the Product Terms and Conditions found at <https://justrightreader.com/pages/product-terms-and-conditions> (“**Product Terms**”) by and between _____ (“**Customer**”), and Just Right Reader, Inc., a Delaware corporation (“**JRR**”), and to which this DSA is attached and/or incorporated by reference (“**Product Terms**”) (together with this DSA, any additional terms and conditions, policies, addenda, exhibits, schedules, and other attachments to the Product Terms, the “**Agreement**”). JRR and Customer may be referred to in this Agreement each as a “**Party**” and, together, as the “**Parties**”.

WHEREAS, pursuant to the Product Terms, JRR performs services for Customer whereby JRR may have access to Education Records (defined below) and/or Personally Identifiable Information (defined below) (“**Services**”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **General Rights and Obligations.** JRR shall act as a sub-processor or service provider with respect to Customer and Process Personal Information for or on behalf of Customer for the limited and specified purposes stated in this DSA. As between the Parties, Customer retains all right, title and interest in and to the Education Records. JRR shall ensure that all JRR Personnel who Process Personal Information are subject to appropriate and enforceable contractual or statutory obligations (no less stringent than those contained in the Agreement) to maintain the confidentiality, restrict use of Personal Information, and comply with all relevant obligations and restrictions contained in this DSA.
2. **Customer representations and warranties.** Customer represents and warrants:
 - a. Customer has the authority to provide Personal Information to JRR, to disclose and transfer Personal Information in accordance with Sections 4-6 of this DSA and to otherwise permit JRR to Process Personal Information in accordance with the Product Terms; and
 - b. Customer has obtained and provided the necessary consents, authorizations, and/or disclosures (collectively, “**Consents**”), as required under Applicable Data Protection Law, including without limitation to permit JRR to Process Personal Information as a school official or authorized representative as permitted under FERPA, and as contemplated by this DSA and the Product Terms.

- c. Customer shall indemnify, defend, and hold harmless JRR and JRR’s directors, officers, and Personnel (“JRR Indemnitees”) from and against any and all losses, expense, damage, or injury (including, without limitation, all costs and reasonable attorneys’ fees) suffered by JRR Indemnitees and all liability to third parties arising from or in connection with Customer’s or Customer’s directors’, officers’, or Personnel’s (i) breach of any of Customer’s representation or warranty set forth in this DPA, or (ii) negligence or wrongful acts or omissions, including failure to comply with Applicable Data Protection Laws. Notwithstanding the foregoing, nothing in this Section shall limit any rights JRR may have to additional remedies under the Product Terms or under applicable law for any acts or omissions of Customer or Customer’s directors, officers, or Personnel.
3. **Processing Instructions.** JRR shall Process Personal Information for the purpose of performing the Services in accordance with Customer’s documented instructions (including the descriptions outlining the subject-matter, nature, and purpose of Processing, the types of Personal Information subject to Processing, the categories of Individuals, and the duration of Processing as set forth in Section 12 below) and the specific terms in this DSA, and as designated by Customer from time to time in writing (collectively, “**Contracted Purposes**”). JRR may Process Personal Information otherwise than in accordance with Contracted Purposes only to the extent required to do so by laws to which JRR is subject.
4. **FERPA.** To the extent Customer is subject to FERPA (“**Educational Customer(s)**”), the Parties acknowledge and agree:
 - a. **School Official.** If the Educational Customer is a school or local education agency (“**LEA Customer(s)**”), with respect to LEA Customers, JRR and its sub-Processors operate as School Officials under FERPA 34 CFR § 99.31(a)(1), have a legitimate educational interest in any Education Records disclosed by a LEA Customer, and are otherwise subject to the requirements set forth in 34 CFR § 99.33(a) governing the use and redisclosure of Personal Information.
 - b. **Authorized Representative.** If the Educational Customer is a state education agency (“**SEA Customer(s)**”), with respect to SEA Customers, JRR and its sub-Processors operate as “authorized representatives” under 34 CFR § 99.31(a)(3), and are otherwise subject to the requirements set forth in 34 CFR § 99.35 governing the use and disclosure of Personal Information from Education Records.
5. **Processing Restrictions.**
 - a. **Restrictions.** In addition to the restrictions set out elsewhere in this DSA, JRR does not (except as permitted by Applicable Data Protection Laws): (i) Sell or Share Personal Information; (ii) use Personal Information for Targeted Advertising; (iii) collect, use or otherwise Process Personal Information except as necessary to perform the Contracted Purposes; (iv) retain, use, or disclose Personal Information for any purpose other than for

the specific purpose of performing the Services specified in the Product Terms, including for any commercial purpose other than the Contracted Purposes or legitimate business purposes; (v) retain, use, or disclose Personal Information outside the direct business relationship with Customer pursuant to the Product Terms; or (vi) combine or comeingle Personal Information JRR receives pursuant to the Product Terms with personal information that JRR receives from or on behalf of any third party or collects from its own interaction with an individual.

- b. Transfers.** JRR shall ensure that transfers of Personal Information outside of the territory in which it was collected or which otherwise trigger international or cross-border data transfer restrictions under Applicable Data Protection Laws are carried out in compliance with Applicable Data Protection Laws.
- 6. Subcontracting.** JRR may engage certain sub-Processors to process Personal Information on its behalf in support of JRR's Processing of Personal Information in the Product Terms. JRR shall not disclose Personal Information to, or subcontract the Processing of Personal Information to any third party (or make any changes concerning the addition or replacement of such third parties) without at least thirty (30) days' prior written notice to Customer via email or as otherwise designated by Customer, and a reasonable opportunity for Customer to object to such disclosure. JRR requires sub-Processors to execute written contracts including terms at least as restrictive as this DSA. JRR shall remain responsible and liable for the Processing of Personal Information and for any acts or omissions of sub-Processors(s) to the same extent as if such acts or omissions were those of JRR.
- 7. Data Retention, Return and Destruction.**
 - a. Data Retention and Return.** JRR may retain Personal Information for the period of time required for JRR to perform the Services pursuant to the Product Terms except as permitted by Applicable Law, or as requested in writing by Customer, but in no event longer than two years, unless a longer period is required by applicable law. JRR shall promptly, at Customer's election, either: (i) return Personal Information to Customer in the form provided or in a form as reasonably requested by Customer (and then destroy any remaining copies of Personal Information in accordance with Section 7(b) below); or (ii) destroy Personal Information in accordance with Section 7(b) below.
 - b. Data Destruction.** JRR shall destroy all copies of Personal Information maintained by it within a reasonable time and notify its sub-Processors of Customer's request, except for the limited retention as permitted in this DSA.
- 8. Security Measures.** JRR shall comply in all material respects with any security requirements set forth in the Product Terms, including confidentiality, integrity, and availability requirements, and shall implement appropriate technical and organizational security measures, procedures and practices designed to protect Personal Information from unauthorized or illegal access, destruction, use, modification, or disclosure. JRR shall notify Customer within [ten

(10) days] (unless a shorter time period is required under Applicable Data Protection Laws) of any confirmed compromise to the confidentiality, integrity, or availability of Personal Information (“**Security Incident**”) and provide commercially reasonable assistance to Customer in response to such Security Incident to ensure both JRR’s and Customer’s compliance with Applicable Data Protection Laws.

9. **Compliance with Applicable Data Protection Laws.** JRR shall endeavour to comply with Applicable Data Protection Laws and provide at least the same level of privacy, security and general data protection as is required under the Product Terms and Applicable Data Protection Laws. If JRR determines it can no longer meet its obligations under Applicable Data Protection Laws or this DSA, (i) JRR shall provide Customer with written notice of such determination within ten (10) days (unless a shorter time period is required under Applicable Data Protection Laws), and (ii) JRR and Customer shall engage in good faith discussions to determine a resolution to JRR’s noncompliance.

10. **Cooperation.**

- a. **Individual Rights and Claims.** JRR will notify Customer promptly via email or as otherwise designated by Customer, within ten (10) business days (unless a shorter time period is required under Applicable Data Protection Laws) if JRR receives any inquiry, complaint, request or claim relating to Personal Information, including an individual’s request to exercise rights under Applicable Data Protection Laws when the request identifies or is reasonably related to JRR (“**Request**”), or if JRR becomes a party to claims or investigations relating to JRR’s Processing of Personal Information. JRR will not respond to any Request without Customer’s prior written instructions, except to the extent required by applicable law. JRR will reasonably cooperate with Customer and facilitate Customer’s response to all Requests.
- b. **Cooperation.** Customer understands that JRR may possess limited or no contact information for Customer’s students and students’ parents. JRR will, to the extent legally permitted, redirect such Request to Customer. JRR’s response to a Request will be limited to explaining to the individual that the Request needs to be fulfilled by the Customer. Without limitation to the foregoing, once annually, JRR will assist, allow for, and cooperate with Customer’s reasonable efforts to: (a) monitor JRR’s compliance with this DSA through ongoing manual reviews, automated scans, regular assessments, audits, or other technical and operational testing (including as conducted by Customer or by a third party mandated by Customer); (b) ensure JRR Processes Personal Information consistently with Applicable Data Protection Laws and in accordance with this DSA (i) by making available to Customer reasonably requested information to demonstrate JRR’s compliance with Applicable Data Protection Laws and this DSA, and (ii) by stopping and remediating any unauthorized Processing of Personal Information within a reasonable period of time after Customer’s instructions; and (c) conduct and consult on privacy or data protection impact assessments to comply with Applicable Data Protection Laws. Unless otherwise required by Applicable Data

Protection Laws, any audits under this Section 10(b) shall be conducted subject to the applicable audit terms under the Product Terms.

11. Miscellaneous.

- a. **Conflict.** In the event of a direct conflict between this DSA and any provisions of the Product Terms, the DSA will prevail to the extent necessary to resolve such conflict.
- b. **Survival.** The terms in this DSA shall survive for so long as JRR or any JRR Personnel or sub-Processors Processes or has access to any Personal Information.
- c. **Amendments.** Notwithstanding any notice requirements in the Agreement, JRR may update this DSA from time to time. If any update to the DSA constitutes a material change to the ways in which JRR Processes Personal Information, or materially affects the Services or Customer's rights herein, JRR will provide Customer with reasonable notice prior to the changes taking effect. Customer's continued use of the Services thereafter shall constitute acceptance to be bound by the updated DSA.
- d. **Severability.** If any term or provision of this DSA shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this DSA shall not be affected thereby, and each term and provision of this DSA shall be valid and enforceable to the fullest extent permitted by law.

12. Particulars of Processing. The particulars of processing listed below are as directed and controlled by Customers:

- a. **Subject matter and duration of the Processing.** The subject matter of the Processing is: set out in the Product Terms and may include Student Data and other Personal Information. The duration of the Processing is: the duration of the Product Terms.
- b. **Nature and purposes of the Processing.** Personal Information is Processed for the following purposes: to provide the Services, and may include providing customized sets of decodable books based on student reading level in order to support student success in literacy and foundational skills in reading. The nature of the Processing is: set out in the Product Terms, and may include to use Student Data to create customized sets of books for each student.
- c. **Categories of Personal Information.** The categories of Personal Information being Processed are: set out in the Product Terms, and may include Educational Records, Student Data, and Personal Information.
- d. **Categories of Individuals.** The categories of individuals are: set out in the Product Terms, and may include students and Customer Personnel.



IN WITNESS WHEREOF, Customer and JRR execute this Data Sharing Agreement as of the Effective Date.

Customer: _____

By: _____

Date: _____

Printed Name: _____

Title/Position: _____

Just Right Reader, Inc.

By: _____

Date: _____

Printed Name: Andrew Brandess

Title/Position: Chief Operating Officer

Glossary

“Applicable Data Protection Laws” means all applicable international, federal, state, provincial, and local laws, regulations, rules, and binding guidance issued by any governmental authority concerning privacy, security or general data protection obligations. Without limiting the foregoing, Applicable Data Protection Laws include the Federal Trade Commission Act, FERPA, data breach notification laws, applicable state education record privacy laws identified in the Product Terms, the California Consumer Privacy Act of 2018 (the “**CCPA**”), including any contractual obligations concerning Personal Information to the extent they are imposed in order to meet the requirements of such laws, and including any implementing regulations to each Applicable Data Protection Law, as amended and/or supplemented from time to time.

“Education Records” has the meaning set forth under 34 CFR § 99.3.

“FERPA” means Family Educational Rights and Privacy Act (20 U.S.C. Sec. 1232g; 34 C.F.R. Part 99).

“Personal Information” means any and all information in any medium or format which JRR Processes for or on behalf of Customer under the Product Terms and that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or where Applicable Data Protection Laws so provide, a household. Personal Information includes “personal data,” “personal information,” “nonpublic personal information,” “sensitive data,” “sensitive personal information,” “protected health

information,” “personally identifiable information”, “PII”, Education Records, Student Data, and other similar terms as defined in Applicable Data Protection Laws.

“**Process**” means any operation or set of operations performed by automatic or manual means such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction. Without limitation, “Process” includes any “process” or “processing” as defined in Applicable Data Protection Laws.

“**Processor**” has the meaning ascribed to a “sub-processor,” “data intermediary” or other similar terms under Applicable Data Protection Laws, including, without limitation, “service provider” under the CCPA.

“**School Official**” for the purposes of this DSA and pursuant to 34 CFR § 99.31(b), a School Official is a contractor that, (a) performs an institutional service or function for which the agency or institution would otherwise use employees; (b) is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (c) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

“**Sell**” means selling, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual’s personal information by the business to another business or a third party for monetary or other valuable consideration. Without limitation, Sell includes “sale” as defined in Applicable Data Protection Laws.

“**Share**” means sharing, renting, releasing, disclosing, disseminating, making available, transferring, or otherwise communicating orally, in writing, or by electronic or other means, an individual’s Personal Information to a third party, including, but not limited to, for purposes of Targeted Advertising. Without limitation, Share includes “share,” “shared,” or “sharing” as defined in Applicable Data Protection Laws.

“**Student Data**” means any data, whether gathered by JRR or provided by a Customer, that is descriptive of a student including but not limited to, the student’s Education Record and information contained in the student’s Education Record, email address, first and last name, birthdate, home or other physical address, telephone number, or other information allowing physical or online contact, videos, test results, special education data, grades, evaluations, disabilities, socioeconomic information, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents’ names, any other information or identification number that would provide information about a specific student. For purposes of this DSA, Student Data is considered a type of Personal Information.

“**Personnel**” means any employee, contract employee, independent contractor, agents, sub-Processor, other member of a party’s workforce, or other person engaged by a party.



Just Right Reader

“Targeted Advertising” means the targeting of advertising to an individual based on the individual’s Personal Information obtained from the individual’s activity across businesses, distinctly branded websites, applications, or services other than the business, distinctly branded website, application, or service with which the individual intentionally interacts. Without limitation, Targeted Advertising includes “cross-context behavioral advertising” as defined in the CCPA, and “targeted advertising” and other similar terms as may be defined in Applicable Data Protection Laws.

Schedule 1
Education Records

Category of Data	Elements
Student Name	Full Student Name, Preferred Name, Student unique identifier assigned by a Customer
Reading Data	Current reading data to identify phonics skill level
Classroom & Teacher	Room number, Teacher first and last name, Teacher unique identifier assigned by a Customer
Grade	Grade level (or anticipated grade level)