

CONTRACT NAME: AGREEMENT BETWEEN WEVIDEO AND THE DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement between WeVideo and DJUSD provides a software used by teachers and students to create student video projects in various curricular areas. It provides an easy to use interface and web access which allows students to edit videos with Chromebooks.



149 Commonwealth Dr. Ste. 2118
Menlo Park, CA 94025
ar@wevideo.com
support@wevideo.com
Fax: 408-819-9441

14th

To:

1/18/2018

Alison Kimmel

WeVideo contact:
Greg Gardner

Davinci Charter Academy
1400 E 8th St.
Davis, CA 95616
Phone: (530) 848-9119
Email: akimmel@djusd.net

WeVideo is pleased to quote Davinci Charter Academy the following for 310 **WeVideo for Schools** licenses with an effective subscription renewal start date of 1/18/2018:

Item	Description	Units	Unit Price	Total Price
User Licenses	WeVideo for Schools annual subscription	310	\$5.071	\$1,572
Base Capacity	5GB storage + 1 monthly hour of video publishing time	310	N/A	Included
Mobile apps access	Premium mobile access with WeVideo for Schools purchase	310	\$3.990	Included

All prices shown in \$USD

You are presented with the following **WeVideo for Schools** preferential subscription rate options (select one):

Option: \$2,199 for January 2018-June 2019 access
Circle to accept

- ☒ Annual price of \$1,572
- ☐ 2-year price of \$2,830 (10% discount on annual price for pre-paid 2-year commitment)
- ☐ 3-year price of \$4,009 (15% discount on annual price for pre-paid 3-year commitment)

Is a purchase order required to invoice Davinci Charter Academy? (check one box):

- ☐ Yes, a purchase order is required
- ☐ No, this signed quote is sufficient to invoice Davinci Charter Academy

With the purchase of **WeVideo for Schools**, Davinci Charter Academy teachers and



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students can:

- Access video projects anywhere, anytime, on any device
- Collaborate on video projects and participate in peer review
- Personalize their editing experience based on their level of expertise
- Push creative boundaries with features such as screencasting and green screen
- Discuss student work in video galleries
- View online video tutorials on how to use WeVideo

WeVideo for Schools also makes things simple for Davinci Charter Academy administrators by including:

- Privacy control for COPPA and FERPA compliance
- GAFE and Google Drive integration
- System administration functionality with tiered permissions controls
- Dedicated customer service

Quotation expires: 2/17/2018

To accept this offer, please sign at the bottom of this page and submit directly via Hellosign. If you will need to send us a purchase order, please email the document to po@wevideo.com.

Upon acceptance, the entitlements described herein will be made available within 7 days from WeVideo's receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. For additional terms, read our [Enterprise Terms of Service](#).

Subscription Assignment

Institution Name

Davinci Charter Academy

License Owner Name

Alison Kimmel

License Owner Email

akimmel@djUSD.net

Job Title

Teacher

Phone Number

530 759-7615

Billing Information

Accounts Payable Contact

Nancy Clemente

Accounts Payable Email

nclemente@djUSD.net



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Proposal Acceptance

Signature

A handwritten signature in black ink, appearing to read "B. Colby", written over a horizontal line.

Date

Print Name

Bruce E. Colby

Print Title

Chief Business officer

DAVIS JOINT UNIFIED SCHOOL DISTRICT

**AMENDMENT TO CLOUD- BASED SOFTWARE AGREEMENT INVOLVING
PUPIL RECORDS**

**EDUCATION CODE SECTION 49073.1 AMENDMENT TO THE WEVIDEO
AGREEMENT BETWEEN THE DAVIS JOINT UNIFIED SCHOOL DISTRICT AND
WEVIDEO, INC.**

THIS AMENDMENT ("Amendment") to the **WeVideo** Agreement by and between the Davis Joint Unified School District, a public school district of the state of California and WeVideo, Inc., a corporation, dated December 1, 2016 ("Agreement") (a true and correct copy of which is attached hereto as Exhibit "A" and is hereby made and entered into as of December 1, 2016 as follows:

WHEREAS, Vendor provides a walled garden ecosystem that provides AB1584 compliance for all students, all ages. Software will provide teachers and students with an interface and web access which allows students to create and edit videos on Chromebooks or at home. It also allows students to upload video clips taken with student devices such as cell phones.

WHEREAS, as a California public school district, the District is subject to the California Education Code;

WHEREAS, Vendor is a "third party" under Education Code section 49073.1, which defines "third party" as a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of pupil records;

WHEREAS, Education Code section 49073.1 requests that any contract for the provision of services entered into between District and Vendor contain certain provisions specified in sections (b)(1) through (b)(9) of Education Code section 49073.1; and

WHEREAS, The District and Vendor desire to amend the terms in their Agreement that will satisfy the requirements of Education Code section 49073.1.

**NOW, THEREFORE, DISTRICT AND VENDOR AGREE TO THE FOLLOWING
TERMS IN COMPLIANCE WITH EDUCATION CODE SECTION 49073.1.**

1. Ownership and Control of Pupil Records. Pupil Records shall continue to be the property of and under the control of the District in accordance with California Education Code section 49073.1. For purposes of this contract, "Pupil Records" means both any information directly related to a pupil that is maintained by the District and information acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other District employee. For purposes of this Agreement, "Deidentified Information" means information that cannot be used to identify an individual pupil. For purposes of this Agreement, "Pupil Records" does not include Deidentified Information, including aggregated Deidentified Information, used by Vendor to improve educational products for adaptive learning purposes and for customizing pupil learning; to demonstrate the effectiveness of Vendor's products in the marketing of those products; or for the development and improvement of educational sites, services, or applications.

2. **Ownership and Control of Pupil-Generated Content.** Pupils may retain possession and control of their own Pupil-Generated Content, as defined herein, or may transfer Pupil-Generated Content to a personal account by notifying the District's Director of Technology in writing of such request. The District will provide a written request to Vendor's Greg Gardner and Vendor shall return the Pupil-Generated Content in a format acceptable to the District within five (5) days of receiving the District's request. For purposes of this contract, "Pupil Generated Content" includes essays, research reports, portfolios, creative writing, music or other audio files, photographs, but does not include pupil responses to a standardized assessment where pupil possession and control would jeopardize the validity and reliability of that assessment.

3. **Use of Pupil Records.** Vendor shall not use any information in the Pupil Records for any purpose other than those required or specifically permitted by this Agreement.

4. **Review of Pupil Records.** A parent, legal guardian, or pupil who has reached the age of eighteen (18) may review personally identifiable information in the pupil's records and correct erroneous information by notifying the District's Director of Technology in writing of such request. The District will meet with parent, legal guardian, or pupil who has reached the age of eighteen (18) to review and correct any information in the Pupil's Records. The District will notify Vendor of the need to review Pupil Records and/or make corrections to any Pupil Records in writing. Vendor shall provide such Pupil Records and/or correct such errors within five (5) days of receipt of written notice. Vendor shall cooperate with the District in complying with this mandate.

5. **Security and Confidentiality of Pupil Records.** Vendor agrees to hold Pupil Records in strict confidence. Vendor shall not use or disclose Pupil Records received from or on behalf of District except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by District. Vendor agrees that it will protect the Pupil Records it receives from or on behalf of District according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Vendor will designate and train responsible individuals, to ensure the security and confidentiality of Pupil Records. Vendor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted Pupil Records received from or on behalf of District, as set forth in Section **Error! Reference source not found.** of this contract. These measures shall be extended by contract to all subcontractors used by Vendor. If District reasonably determines in good faith that Vendor has materially breached any of its obligations under this Section, District may, in its sole discretion, terminate the Agreement immediately if cure is not possible. District shall provide written notice to Vendor describing the violation, the action it intends to take and the timeframe for such action.

6. **Breach Notification Process.** Vendor, within one (1) business day of discovery, shall report to District any use or disclosure of Pupil Records not authorized by the Agreement or otherwise authorized in writing by the District. Vendor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the Pupil Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Vendor has done or shall do to mitigate any effect of the unauthorized use or disclosure, and (v) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure. Vendor shall provide such other information, including a written report, requested by District. In the event of an unauthorized disclosure of a Pupil's Records, affected parents, legal guardians, or pupils who have reached the age of eighteen (18) will be notified in writing and provided with details and next steps to address the specific breach. Compliance with these

requirements shall not, in itself, absolve Vendor of liability in the event of an unauthorized disclosure of Pupil Records.

7. **Retention and Destruction of Pupil Records.** Vendor certifies that a pupil's records shall not be retained or available to Vendor upon completion of the term of the contract. At the termination of the contract, Pupil Records in the possession of Vendor shall be returned and/or destroyed. Upon termination, cancellation, expiration or other conclusion of the contract, Vendor shall return all Pupil Records to District in a format acceptable to District, or if return is not feasible as determined by District in written notice to Vendor, destroy any and all Pupil Records. Vendor shall not destroy any Pupil Records without express written permission of District. Vendor shall comply with any litigation hold or order to preserve Pupil Records.

8. **Compliance with Applicable Laws.** The District and Vendor will jointly ensure compliance with the federal Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. Sec. 1232g) through following the confidentiality provisions as set forth in this contract, as well as applicable District Board policies. The parties acknowledge and agree that the District is subject to federal and local laws relating to the protection of personally identifiable information ("PII") of students, including FERPA, and that Vendor is obtaining such PII as a "school official" under section 99.31 of FERPA for the purpose of providing the services hereunder. In addition to FERPA, Vendor shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Vendor; the services being provided by Vendor; Vendor's business, equipment and personnel engaged in operations covered by this contract; and the protection of Pupil Records and PII, including but not limited to Education Code section 49060 *et seq.*, the Children's Online Privacy Protection Act (COPPA) and the Student Online Personal Information Protection Act (SOPIPA). Vendor certifies that it is familiar with these laws, as well as any other applicable requirements for the storage and transmission of Pupil Records and Vendor will comply with all such requirements.

9. **Prohibition on Targeted Advertising.** Vendor shall not use PII in Pupil Records to engage in targeted advertising.

10. **Governing Law and Venue.** The Agreement and this Amendment shall be governed by and construed in accordance with the laws of the State of California. Any dispute, claims, demands or actions arising out of or in relation to the Agreement and this Amendment shall be brought in and resolved by the Superior Court of the County of Yolo.

11. **Effect of Amendment.** If any provisions of this Amendment to the Agreement conflict or are otherwise contrary to the original terms of the Agreement, the terms of this Amendment prevail.

Except as specifically modified herein, all other terms and conditions contained in the Agreement between the District and Vendor shall remain unchanged and in full force and effect.

Dated this 16 day of November, 2016.

Davis Joint Unified School District

By: _____

Its: _____

W2Video, Inc [Vendor]

By: _____

Its: _____