


  
**BROKEN ARROW PUBLIC SCHOOLS**
  
*Educating Today*      *Leading Tomorrow*

Contract Committee Review Request  
**MUST BE COMPLETED IN FULL**

Date: 06/09/2022

Contract/Agreement Vendor:   
Name of Vendor & Contact Person

Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

       
BOE Date      Amount of agreement

Person Submitting Contract/Agreement for Review:

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology?  YES /  NO  
 If yes, Technology Admin:

Leadership Team Member:

Funding Source:         
Fund/Project      OCAS Coding

**Consent**

**Action**

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Character Programs to provide a bullying prevention program, which includes a comprehensive bullying reporting software. Cost to the District is \$4,000.00 and will be paid with Grant Funds. D. Blackburn

**Summary**      This area must be complete with full explanation of contract

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

# MEMORANDUM OF UNDERSTANDING

**Prepared for:** Broken Arrow Public Schools, Broken Arrow, Oklahoma

**Created by:** Tom Thelen, Owner of Character Programs LLC

This Memorandum of Understanding (MOU) is entered on the 1st day of July, 2022 (herein referred to as the "Effective Date") into by and between: Broken Arrow Public Schools of 701 S. Main Street, Broken Arrow, Oklahoma 74012 (herein referred to as "Partner A") and Character Programs LLC of 6585 Split Rail Ln, Cocoa, Florida 32927. (herein referred to as "Partner B"). Parties may be referenced individually as "Party" and collectively as "Parties".

## RECITALS:

**WHEREAS**, Partner A is in the business of providing K-12 education to the students of Broken Arrow Oklahoma.

**WHEREAS**, Partner B is in the business of providing bullying prevention software and curriculum and mental health curriculum to K-12 schools.

**WHEREAS**, Partner A desires to engage with a strategic partner provide an evidence-based bullying prevention curriculum, a bullying reporting smartphone app, and a bullying incident tracking software through the website <https://nobullyingschools.com>.

**WHEREAS**, Partner B desires to continue the relationship, started in 2018, providing said curriculum on an annual subscription basis.

**WHEREAS**, Parties collectively desire to enter into this MOU to memorialize the terms and conditions of their anticipated collaboration.

**NOW, THEREFORE**, the Parties agree to the following terms and conditions:

## A. PURPOSE

The purpose of this MOU is to establish a good-faith foundation between the Parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party's individual desires and the collective desires of the partnership. This MOU is designed to detail the specifics of the working relationship between the Parties to vet the success of the potential business collaboration. This MOU does not obligate the Parties to provide funds or payment. This MOU does not bind Parties to any legal obligations.

## B. ROLES AND RESPONSIBILITIES

To achieve Parties' mutual desires, each party agrees to the following roles and responsibilities.

Partner A Roles and Responsibilities shall include purchasing a one-year subscription to <https://NoBullyingSchools.com>, which is good for all five middle schools in the district for one full year for the discount price of \$4,000 per year, and submitting the payment before 09/01/2022. This half-off discount rate remains available as long as the district continues to renew the program annually.

Partner B Roles and Responsibilities shall include providing the aforementioned evidence-based bullying prevention curriculum, bullying reporting smartphone app, and bullying incident tracking software through the website <https://nobullyingschools.com>.

Parties agree to uphold their roles and responsibilities in a committed, good-faith manner.

## C. RESOURCES

**Party A shall provide \$4,000 to purchase the NoBullyingSchools.com program for one year.**

**Party B shall provide the NoBullyingSchools.com program for one year including these resources:**

- Good for All Five Middle Schools in the school district for one full year.
- Comprehensive Evidence-Based Bullying Prevention Program. Multi-Tiered System of Support. This program can fit with your existing PBIS Initiatives.
- 7 video lessons on "No Bullying Schools" (20 mins each, episodes on the topics of Bullying, Cyberbullying, Resiliency, Digital Citizenship, and more).
- 6 video lessons on "Essential Skills for Success" (40 mins each on the topics of social and emotional skills).
- 30 "Victim-Proof" video lessons by Tom Thelen w/ Lesson Plans for Teachers.
- Report Bullying App, free download for Android or iPhone (this is the app version of the "Report Bullying" form on our website).
- Report Bullying Software for School Administrators to review and follow up on any reported bullying incidents. Includes Intervention Guide.

- PDF Resources: Positive Action Plan, Bullying Intervention Guide, and Evidence-Based Practices Guide, Bullying Policy, and Student Survey.
- Locked-In Pricing. As long as your district remains active in our program, your annual rate will never increase, guaranteed.
- Parties agree to provide the resources above at a minimum. The Parties may agree to provide additional resources in future agreements.

## D. TERMS & CONDITIONS + PRIVACY POLICY

Updated January 1, 2022

Character Programs LLC is the media production and publishing company for the following websites, software, apps, publications, and materials: <https://characterprograms.org/>, <https://nobullyingschools.com/>, <https://tomthelen.com/>, and <https://victimproof.org/> and the live event booking company for author Tom Thelen. Throughout the site and app, the terms “we”, “us”, “our”, “Consultant”, and “Company” refer to Character Programs, LLC. These websites and resources, including all information, tools and products available to you, the user, is conditional upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site, using our app, and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Any disputes between shall be governed by Florida law, the state of residency for the owner of Character Programs LLC. Compensation is in U.S. Dollars. Checks can be made payable to: **Character Programs LLC, and mailed to 6585 Split Rail Ln, Cocoa, FL 32927.**

Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. Character Programs, LLC may, in its sole discretion, modify or update these Terms of Service from time to time, and so you should review this page periodically. When we change the agreement in a material manner, we will update the ‘last updated’ date at the top of this page. Your continued use of the website and its provided services after any such change constitutes your acceptance of the new Terms of Service.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site or app, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website, access the app, or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

No Bullying Schools collects and uses your personally identifiable information to deliver the products you have requested. Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason, without your consent, other than for the express purpose of delivering our product to you and improving your customer experience.

This program should not be considered legal counsel or professional counseling. Students dealing with bullying, cyberbullying, at-risk behavior, and mental health issues should seek individual help from a professional mental health worker, such as a licensed counselor, psychologist, or psychiatrist.

#### **ONLINE PAYMENTS**

Our online e-commerce platform that allows us to sell our products and services to you works through third-party platforms with their own terms and conditions, to which you are subject by using our software. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to you in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting your needs in respect of provision of the Company's stated products or services, in accordance with and subject to, prevailing United States Law.

All payments are due upon order processing. If a payment is not received or payment method is declined, no product will be shipped. We accept Visa, MasterCard, American Express, Discover, and PayPal. You agree to pay all charges incurred by users of your credit card, debit card, or other method of payment. Please be aware that the name must match exactly the name on the credit or debit card, and the billing address must be where the credit or debit card statements are mailed, or the card will not process and the order will not ship. Be sure the shipping address is correct if it differs from the billing address. Character Programs, LLC attempts to ship products in an effective and timely manner, but we cannot guarantee the condition of the products or a specific timeframe due to the nature of the shipping and fulfillment industry.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. All payments are processed using a third-party processor. You acknowledge that Character Programs, LLC is not liable for any breaches of credit card or debit card security or privacy by such third-party processor.

Unless otherwise stated, the products featured on this website are only available within the United States of America. All advertising is intended solely for the United States market. Redistribution or republication of any part of this site or its content is prohibited without the written consent of the Company.

You are responsible for any actions that take place while using your Character Programs, LLC accounts. Keep your account login information secure and do not allow anyone else to use your account. You agree to immediately notify Character Programs, LLC of any unauthorized use of your account. Character Programs, LLC is not responsible for any loss that results from the unauthorized use of your account, with or without your knowledge.

#### **MODIFICATIONS TO THE SERVICE AND PRICES**

All prices for products are in US dollars, and are exclusive of any applicable local, state, or federal taxes. Shipping fees (if applicable) will be reviewable prior to submitting your order.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us.

#### **REFUNDS AND CANCELLATIONS**

It is important to us that you are satisfied with our products. If you are not completely satisfied with the product, you may return it for a full refund of the purchase price (less shipping and handling charges) or exchange within 90 days from the date the product was received by you. To request a refund or replacement, contact us at [admin@nobullyingschools.com](mailto:admin@nobullyingschools.com).

All return shipping charges are paid by the customer. Failure to return merchandise, in Character Programs, LLC's sole determination, may cause the order to be ineligible for a refund. Please allow two weeks for the processing of returns. If your refund is accepted, a credit will automatically be applied to your credit card or original method of payment within 5 days. If needed we will adjust this policy as required by the laws of the state in which you live.

This refund policy is subject to change without notice. Once an order has been submitted, it cannot be added to or cancelled. Any add-ons must be submitted as a separate order.

#### **ERRORS, INACCURACIES, AND OMISSIONS**

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

### **THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties. The third-party links on this site may direct you to third-party websites that are not affiliated with us and not under our control. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Character Programs, LLC of the site or any association with its operators.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### **USER GENERATED CONTENT**

User generated content may include creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'). By posting, uploading, inputting, providing, or otherwise submitting your comments, you are granting Character Programs, LLC, its affiliated companies and necessary sub-licensees permission to without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us, and to publish your name in connection with your comment. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

You are prohibited from posting or transmitting any, at Character Programs, LLC's sole determination, unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. In addition to any remedies that we may have at law or in equity, if we determine, in our sole discretion, that you have violated or are likely to violate the foregoing prohibitions, we may take any action we deem necessary to cure or prevent the violation, including without limitation, the immediate removal of the related materials from this website. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

You warrant and represent that you own or otherwise control all of the rights to your comments as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the comments. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website.

You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

#### **ELIGIBILITY AND REGISTRATION**

To become a member of the Character Programs, LLC Platform, or post User Generated Content, you may be required to register for an account. Registration requires the use of your name and a valid email address. You agree to provide accurate and current information about yourself in all registration forms on the Platform.

#### **ACCESSIBILITY**

Character Programs, LLC is committed to providing access to our web pages and reporting app for individuals with disabilities or accessibility needs.

To meet this commitment, we strive to comply with the requirements of Section 508 of the Rehabilitation Act. Section 508 requires that individuals with disabilities, who are members of the public seeking information or services from us, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on us. Section 508 also requires us to ensure that users with disabilities have access to and use of information and data that is comparable to the access to and use of information and data by users who are not individuals with disabilities, unless an undue burden would be imposed on us.

By accessing our website, using the Report Bullying App, or using any part of our Service, you agree to indemnify, defend, and hold harmless Character Programs, LLC, its affiliates, parents and subsidiaries, officers, directors, employees, agents, licensors, suppliers, successors and assigns against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys' fees, arising from or relating in any way to the accessibility on our website. In place of seeking legal action, you agree to notify us about any accessibility needs and work towards mutual resolution. If you use assistive technology (such as a Braille reader, a screen reader, TTY, etc.) and the format of any material on our websites, app, or Service interferes with your ability to access any information, please contact [admin@nobullyingschools.com](mailto:admin@nobullyingschools.com) for assistance in this matter. Please indicate the nature of your



accessibility problem, the preferred format you would like to receive the material, the web address of the inaccessible material, and your contact information so that we may respond in a manner most helpful to you.

#### **GDPR AND YOUR RIGHTS**

Under the GDPR, EU-based visitors and subscribers have the rights to request from us access to Personal Data we store about you, to amend (or rectify) this data, to restrict our processing of the Personal Data, to erase the data, and to receive a copy of the data in a structured, commonly used, and machine-readable format (data portability). If you wish to invoke a right under the GDPR, you may contact us at [admin@nobullyingschools.com](mailto:admin@nobullyingschools.com). Please use the subject line “GDPR Request” in the subject line. Your email should include a sufficiently detailed description of the GDPR right with which you seek assistance along with appropriate contact information. We may need to contact you for further information. Character Programs, LLC will notify you if your request has been granted or declined, or if exemptions apply. If you have provided consent for the processing and storing of your data, you have the right (in certain circumstances) to withdraw that consent at any time, which will not affect the lawfulness of the processing before your consent was withdrawn. You have the right to lodge a complaint with the Information Commissioner’s Office (ICO) if you believe that we have not complied with the requirements of the GDPR with regard to your Personal Data.

#### **CALIFORNIA RESIDENT RIGHTS**

Notice to California Residents: If you are a California resident, you may have certain additional rights. California Civil Code Section 1798.83 permits you to request information regarding the disclosure of your personal information by certain members of Character Programs, LLC to third parties for the third parties’ direct marketing purposes. California Business and Professions Code Section 22581 permits registered users who are minors to request and obtain deletion of certain posted content. The California Consumer Privacy Act, California Civil Code 1798.100, et seq., requires transparency regarding data practices and permits you to request, among other things, access to and deletion of your personal information, and requires that we provide you control over certain data transfers deemed under the law to be a “sale.”

#### **INTELLECTUAL PROPERTY**

Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights (patent, copyright, trademark, right of publicity, trade dress, service marks, trade secrets, and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof). You agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any of the content on this Service. You may not modify the information or materials displayed on or that can be downloaded from this Service in any way or reproduce or publicly display, perform, or distribute or otherwise use any such information or materials for any public or commercial purpose. Any unauthorized use of any such information or materials may violate copyright laws, trademark laws, laws of privacy and publicity, and other laws and regulations.

The design of this Service and all text, graphics, information, content, and other material displayed on or that can be downloaded from this Service are protected by copyright, trademark and other laws and may not be used except as permitted in these Terms of Service or with prior written permission of the owner of such material. The contents of this Service are ©2022, Character Programs, LLC or their respective affiliates and suppliers. All rights reserved.

Certain trademarks, trade names, service marks and logos used or displayed on this Service are registered and unregistered trademarks, trade names and service marks of Character Programs, LLC and its affiliates. Other trademarks, trade names and service marks used or displayed on this Service are the registered and unregistered trademarks, trade names and service marks of their respective owners and its affiliates. Nothing contained on this Service grants or should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademarks, trade names, service marks or logos displayed on this Service without the written permission of Character Programs, LLC. Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be sent to Character Programs, LLC Designated Agent.

#### **SUBSCRIPTIONS**

Some parts of the Service are billed on a subscription basis. You will be billed in advance on a regular basis depending on your membership plan. You may cancel your subscription when you are outside of any contracted period. By using our online subscription software, you authorize us to charge your contracted price in advance for use of our Service.

#### **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Character Programs, LLC, its affiliates, parents and subsidiaries, officers, directors, employees, agents, licensors, suppliers, successors and assigns from and against all claims, losses, liabilities, expenses, damages and costs, including, without limitation, attorneys' fees, arising from or relating in any way to your User Generated Content, your use of Content, your use of the Platform, your conduct in connection with the Platform or with other Platform users, or any violation of these Terms of Use, any law or the rights of any third-party. This indemnity survives termination of these Terms of Service. Character Programs, LLC reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with Character Programs, LLC in asserting any available defenses.

Character Programs, LLC, makes no guarantee that our software, smartphone app, educational videos, and educational materials will reduce bullying, cyberbullying, or any other type of destructive behavior. Our software and reporting app serve to help schools track bullying, cyberbullying, and other behavioral incidents, however, they do not serve as an Emergency Response System for active threats. For any emergencies or active threats, students should call 911 right away, and our Report Bullying App reminds them of this. Our software is robust and it can be very helpful for monitoring school culture, but it can only be effective and accurate if properly used by the end users. The software does not work automatically, and active monitoring by the end users is critical, as No Bullying Schools and Character

Programs LLC do not monitor any reports or images submitted through the Report Bullying Smartphone App or through the Reporting Form on our website. Reports are confidential and are only viewed by the end user: the school administrators of each individual school and district. Our videos and educational materials serve to motivate students toward positive life choices and mental health, however, we can never replace in-person professional counseling or psychological services (nor do we attempt to). Students involved in destructive decisions should seek help from a licensed mental health professional.

#### **PRIVACY POLICY**

Character Programs, LLC collects and uses your personally identifiable information to deliver the products you have requested. Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason, without your consent, other than for the express purpose of delivering our product to you and improving your customer experience.

#### **EMAIL MARKETING**

With your permission, we may send you emails about our store, new products, and other updates. When you purchase something from our store, as part of the buying and selling process, we collect payment information and personal information you give us such as your name, address, phone number and email address.

When you browse our store, we also automatically receive your computer's internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system.

#### **COOKIE STORAGE AND ACCESS**

A cookie is a very small text document, which often includes an anonymous unique identifier. When you visit a website, that site's computer asks your computer for permission to store this file in a part of your hard drive specifically designated for cookies. Each website can send its own cookie to your browser if your browser's preferences allow it, but (to protect your privacy) your browser only permits a website to access the cookies it has already sent to you, not the cookies sent to you by other sites. Some of our business partners may use cookies that originate from their sites. We have no access or control over those cookies.

As you use our website, the site uses its cookies to differentiate you from other users. In some cases, we may also use cookies to prevent you from seeing unnecessary advertisements or requiring you to log in more than is necessary for security. Cookies, in conjunction with our web server's log files, allow us to calculate the aggregate number of people visiting our website and which parts of the site are most popular. This helps us gather feedback in order to constantly improve our website and better serve our customers. Cookies do not allow us to gather any personal information about you and we do not generally store any personal information that you provided to us in your cookies.

#### **SHARING INFORMATION WITH THIRD PARTIES**

We may enter into alliances, partnerships or other business arrangements with third parties who may

be given access to personal information including your name, address, telephone number and email for the purpose of providing you information regarding products and services that we think will be of interest to you. In connection with alliances, partnerships or arrangements, we may also provide certain information to third parties if we have determined that the information will be used in a responsible manner by a responsible third party. For example, some of our partners may provide services related to our site, while others power offerings developed by us for your use. We also use third parties to facilitate our business, including, but not limited to, sending email. In connection with these offerings and business operations, our partners and other third parties may have access to your personal information for use in connection with business activities. As we develop our business, we may buy or sell assets or business offerings. Customer, email, and visitor information is generally one of the transferred business assets in these types of transactions. We may also transfer such information in the course of corporate divestitures, mergers, or any dissolution.

#### **PRIVACY**

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed. If you provide us with your credit card information, the information is encrypted using secure socket layer technology (SSL) and stored with a AES-256 encryption. Although no method of transmission over the Internet or electronic storage is 100% secure, we follow all PCI-DSS requirements and implement additional generally accepted industry standards.

#### **COPPA COMPLIANCE**

We recognize the need to provide further privacy protections with respect to personal information we may collect from children on our sites and applications. Some of the features on our sites and applications are age-gated so that they are not available for use by children, and we do not knowingly collect personal information from children in connection with those features. When we intend to collect personal information from children, we take additional steps to protect children's privacy, including:

- Notifying school administrators and parents about our information practices with regard to children, including the types of personal information we may collect from children, the uses to which we may put that information, and whether and with whom we may share that information;
- In accordance with applicable law, and our practices, obtaining consent from parents for the collection of personal information from their children, or for sending information about our products and services directly to their children;
- Limiting our collection of personal information from children to no more than is reasonably necessary to participate in an online activity; and
- Giving parents access or the ability to request access to personal information we have collected from their children and the ability to request that the personal information be changed or deleted.

### **FERPA COMPLIANCE**

Character Programs, LLC, in its role as a vendor to educational agencies and institutions (EAs), receives disclosures from the EAs of personally identifiable information (PII) contained in student records. Only information that is needed for Character Programs, LLC to perform services outsourced to it by the EA is disclosed to Character Programs, LLC. These disclosures are authorized under the Family Educational Rights and Privacy Act (FERPA), a federal statute that regulates the privacy of student records by EAs that receive financial assistance from the U.S. Department of Education. Character Programs, LLC, as a contractor to the EA, receives the disclosures on the same basis as school officials employed by the EA, consistent with FERPA regulations, 34 CFR §99.31(a)(1)(i)(B). Consistent with those regulations, Character Programs, LLC has a legitimate educational interest in the information to which it is given access because the information is needed to perform the outsourced service, and Character Programs, LLC is under the direct control of the EA in using and maintaining the disclosed education records, consistent with the terms of its contract.

Character Programs, LLC is subject to the same conditions on use and redisclosure of education records that govern all school officials, as provided in 34 CFR §99.33. In particular, Character Programs, LLC must ensure that only individuals that it employs or that are employed by its contractor, with legitimate educational interests – consistent with the purposes for which Character Programs, LLC obtained the information — obtain access to PII from education records it maintains on behalf of the district or institution. Further, in accordance with 34 CFR §99.33(a) and (b), Character Programs, LLC may not redisclose PII without consent of a parent or an eligible student (meaning a student who is 18 years old or above or is enrolled in postsecondary education) unless the agency or institution has authorized the redisclosure under a FERPA exception and the agency or institution records the subsequent disclosure. An example of such a disclosure is when Character Programs, LLC is requested by a school district to assist the district in the transfer of the student records from our system to another system. Character Programs, LLC will not sell or otherwise use or redisclose education records for targeted advertising or marketing purposes. Character Programs, LLC does not allow advertising within its products, and therefore there is no behavioral or targeted advertising. Character Programs, LLC uses data within its products only to deliver the services contracted by the educational institution. Character Programs, LLC may use anonymized, non-PII data internally to improve the products and services it delivers to EAs.

### **HIPAA COMPLIANCE**

Character Programs, LLC understands that medical information about our users' health is personal "Protected Health Information" ("PHI") and we are committed to protecting that medical information. We do not directly collect or solicit health-related information from our users, but recognize that PHI may be inadvertently shared within User Generated Content. Character Programs, LLC maintains HIPAA-compliant methodologies of storing and delivering User Generated Content and strives to comply with HIPAA.

### **DISCLOSURE**

We may disclose personal information (1) if it's in response to a legal process, e.g. in response to a court

order or subpoena, or in response to a law enforcement agency's requests, (2) in response to a charge-back inquiry from our merchant bank about your payment for products, or (3) if you violate our Terms of Service.

### **THIRD PARTY SERVICES**

In general, the third-party providers used by us will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions. For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers.

In particular, remember that certain providers may be located in or have facilities that are located in a different jurisdiction than either you or us. So if you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located.

As an example, if you are located in Canada and your transaction is processed by a payment gateway located in the United States, then your personal information used in completing that transaction may be subject to disclosure under United States legislation, including the Patriot Act.

Once you leave our store's website or are redirected to a third-party website or application, you are no longer governed by this Privacy Policy or our website's Terms of Service.

When you click on links in our store, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

### **YOUR CONSENT**

By using this site, our app, or our Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. If you don't provide an email address, you will be unable to create a user account to access purchase history.

### **UPDATES TO YOUR CONSENT**

If after you opt-in for emails or subscriptions, and you change your mind, you may cancel these at any time by unsubscribing at the bottom of our emails.

### **QUESTIONS**

If you have any further questions, or need additional information, please contact us via our contact page at <https://characterprograms.org/contact/> or email us at [admin@nobullyingschools.com](mailto:admin@nobullyingschools.com).

## F. ENTIRE AGREEMENT

The Parties agree this MOU represents the most current agreement between the Parties and supersedes all other written or oral agreements. If Parties wish to update the terms or otherwise adjust provisions of this MOU, Parties shall do so by the drafting and signing of a new MOU or partnership contract.

## G. TERM & TERMINATION

This agreement shall be effective from the Effective Date of this MOU (July 1, 2022) and remain active until 06/30/2023. Both Parties may terminate this MOU by means of signing a termination addendum.

The undersigned Parties acknowledge and agree to this MOU:

### **Broken Arrow Public Schools**

Name and Title:

Signature:

Date:

### **Character Programs LLC**

Tom Thelen, Owner

Signature:

Date: