

AGREEMENT BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AND
CURRICULUM ASSOCIATES, LLC
FOR ONLINE EDUCATION SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between The School Board of Citrus County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 1007 W. Main Street, Inverness, Florida 34450, hereinafter referred to as "CCSB" or "School Board" and Curriculum Associates, LLC, a Massachusetts Limited Liability Company registered to do business in the State of Florida whose principal address is 153 Rangeway Road, North Billerica, MA. 01862-2013, hereinafter referred to as "Contractor" or "Provider" (each a "Party" and collectively referred to as the "Parties").

WHEREAS, CCSB is interested in utilizing the Contractor's software license, hosting, implementation, and training services for reading and math supplemental instruction, as more fully set forth in Price Quote 315272.1, attached hereto and incorporated herein by reference as Attachment B; and

WHEREAS, Florida Administrative Code 6A-1.0102(14) authorizes district school boards to acquire information technology as defined in Florida Statute §282.0041(14) by direct negotiation and contract with the Contractor as best fits the needs of the school district as determined by the district school board; and

WHEREAS, Contractor desires to provide their software license, hosting, implementation, and training services for Citrus County School District.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- 1. Incorporation of Recitals.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.

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2. **Terms of Agreement.** The term of this Agreement shall commence on July 1, 2023 and continue until June 30, 2024. Notwithstanding any other termination referenced herein or attached hereto, the School Board reserves the right to terminate this Agreement within 30 days prior to the start of each fiscal year (July 1) during the term of this Agreement without cause or subject to any penalties or additional obligations, except for payment for products and/or services received prior to such termination. Any renewal of this Agreement shall be by mutual written amendment and at Contractor's then-current pricing for the applicable renewal term.

 3. **Statement of Work.** The Contractor shall provide software license, hosting, implementation, and training services ("Products" and "Services") as outlined in Attachment B, which is incorporated in the Agreement by reference. Additional services and products may be offered through separate statements of work or Price Quote, all of which are subject to the terms and conditions of this Agreement and all Exhibits. In the event of a conflict of interest between the terms and conditions of this Agreement and any exhibits or attachments, the terms and conditions of this Agreement shall prevail, and the following order of precedence shall be observed:
 - 3.1. This Service Agreement.
 - 3.2. Attachment A – Student Data Privacy Agreement.
 - 3.3. Attachment B – Price Quote 315272.1
 - 3.4. Attachment C – i-Ready Terms of Use
 - 3.5. Attachment D – i-Ready Platform Data Handling and Privacy Statement

 4. **Payment & Compensation.** The Contractor shall provide services in accordance with Attachment B. The total compensation under this Agreement shall not exceed **THREE HUNDRED FORTY-NINE THOUSAND TWENTY-FOUR AND 00/100 DOLLARS (\$349,024.00)**. Payment will be made in accordance with Section 218.70, Florida Statutes, et. seq., the Local Government Prompt Payment Act. For purposes of this Agreement, payments for subscription-based software licenses are due and payable in advance.

 5. **CCSB Administrator.** The CCSB Administrator assigned to act on behalf of CCSB in all matters pertaining to this Agreement and to authorize services, accept and approve all reports, drafts, products or invoices is Rene' Johnson – Director of Federal Programs.

 6. **Background Screening:** These requirements are not expected to be applicable to this Agreement. In the event the requirements include the need for Contractor to visit schools with students present, Contractor agrees to comply with all requirements of

Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CCSB in advance of Contractor or its personnel providing any services under the conditions described in the previous sentence. Contractor shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor and its personnel. The Parties agree that the failure of Contractor to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling CCSB to terminate this Agreement immediately with no further responsibilities or duties to perform under this Agreement. Contractor agrees to indemnify and hold harmless CCSB, its officers and employees resulting from liability or claims made by any person who may suffer physical or mental injury, death or property damage resulting in the Contractor's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

- 7. Indemnification.** The Contractor agrees to indemnify, hold harmless and defend CCSB, its officers, employees, agents and representatives from any and all third party claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which CCSB, its officers, employees, agents and representatives may pay or become obligated to pay on account of any, all and every third party claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Contractor, its agents, servants or employees; the equipment of the Contractor, its agents, servants or employees while such equipment is on premises owned or controlled by CCSB; or the negligence of the Contractor or the negligence of the Contractor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including CCSB's property, and injury or death of any person whether employed by the Contractor, CCSB or otherwise.
- 8. Insurance.** Contractors and vendors will provide a certificate(s) evidencing such insurance coverage to the extent listed in Sections 1-6 below before commencement of work.

Insurance listed in Section 1 below is required of all Contractors and vendors:
CCSB and its board members, officers, and employees shall be named as an

additional insured to the Commercial General Liability insurance policy on a form no more restrictive than ISO form CG 20 10 (Additional Insured – Owners, Lessees, or Contractor). If CCSB and its board members, officers, and employees are not named as additional insureds then CCSB reserves the right to terminate this Agreement.

Insurance listed in Section 2 below: All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to carry this insurance to the limit listed below. All non-construction Contractors whose work for CCSB includes products or services, and the value of these products or services in excess of \$25,000 are required to carry this insurance to the limit listed below.

Insurance listed in Section 3 below: Any Contractor or vendor transporting district employees, delivering, or transporting district owned equipment or property, or providing services or equipment where a reasonable person would believe CCSB is responsible for the work of the Contractor from portal to portal is required to carry this insurance to the limit listed below.

Insurance listed in Section 4 below: All non-construction Contractors and vendors that have one or more employees or subcontracts any portion of their work to another individual or company are required to have workers' compensation insurance. For contracts of \$25,000 or more, no State of Florida, Division of Workers' Compensation, Exemption forms will be accepted. All Contractors engaging in construction-related activities, as defined by 440.02(8) Florida Statutes, on behalf of CCSB are required to have workers' compensation insurance. All entities and individuals required to have workers compensation insurance must purchase a commercial workers' compensation insurance policy to the limits listed below. The Workers' Compensation policy must be endorsed to waive the insurer's right to subrogate against CCSB, and its board members, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13).

Insurance as listed in Section 5 below: All Contractors providing professional services including but not limited to architects, engineers, attorneys, auditors, accountants, etc. are required to have this insurance to the limits listed below.

Insurance as listed in Section 6 below: All Contractors or vendors providing software shall cover, at a minimum, the following:

- Data Loss and System Damage Liability
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of the Agreement and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

All Contractors will carry and maintain policies as described in Sections 1 to 6 above and as checked off in the box to the left of Section 1 to 6 below. All required insurance must be from insurance carriers that have a rating of "A" or better and a financial size category of "VII" or higher according to the A. M. Best Company. All required insurance policies must be endorsed to provide for notification to CCSB thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods, or services furnished to the School Board of Citrus County, Florida.

The Contractor shall, within thirty (30) days after receipt of a written request from CCSB, provide CCSB with a certified copy or certified copies of the policy or policies providing the coverage required by this provision. The Contractor may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to insurance required by provision 2.4.

<input type="checkbox"/>	1.	Commercial General Liability Insurance:	
		Bodily Injury and Property Damage Per Occurrence	\$1,000,000
		General Aggregate	\$2,000,000
<input type="checkbox"/>	2.	Product Liability and/or Completed Operations Insurance:	
		Bodily Injury and Property Damage Per Occurrence	\$1,000,000
		General Aggregate	\$2,000,000
<input type="checkbox"/>	3.	Automotive Liability:	
		Bodily Injury and Property Damage: Combined Single Limit (each accident)	\$1,000,000

<input type="checkbox"/>	4. Workers' Compensation/Employer's Liability:	
	W.C. Limit Required*	Statutory Limits
	E.L. Each Accident	\$500,000
	E.L. Disease – Each Employee	\$500,000
	E.L. Disease – Policy Limit	\$500,000
<input checked="" type="checkbox"/>	5. Professional Liability Insurance (Errors and Omissions):	
	For services, goods or projects that will exceed \$1,000,000 in values over a year	
	Each Claim	\$1,000,000
	Annual Aggregate	\$2,000,000
<input checked="" type="checkbox"/>	6. Cyber Liability and Data Storage:	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000

Except as otherwise specifically authorized in this Agreement, no deductible or self-insured retention for any required insurance provided by the Contractor pursuant to this Agreement will be allowed. To the extent any required insurance is subject to any deductible or self-insured retention (whether with or without approval of CCSB), the Contractor shall be responsible for paying on behalf of CCSB (and any other person or organization that the Contractor has, in this Agreement, agreed to include as an insured for the required insurance) any such deductible or self-insured retention.

The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work.

Professional Liability coverage must be maintained in the amounts stated above for a two-year period following completion of the contract.

Compliance with these insurance requirements shall not limit the liability of the Contractor, its subcontractors, sub-subcontractors, employees or agents. Any remedy provided to CCSB or CCSB's board members, officers or employees by the insurance provided by the Contractor shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to CCSB under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from the responsibility to provide insurance as required by this Agreement.

9. No Waiver of Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

10. No Third-Party Beneficiaries. The Parties expressly acknowledge that it is not their intent to create or confer any rights to or obligations upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third Parties for any matter arising out of this or any other contract.

11. Access to and Retention of Documentation. The CCSB, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this Agreement for the purpose of audit, examination, excerpting and transcribing. The Parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of four years after the CCSB has made final payment and all services have been performed under this Agreement.

12. Contractor's Public Records. Public Records Act/Chapter 119 Requirements. Contractor agrees to comply with the Florida Public Records Act (Chapter 119, Florida Statutes) to the fullest extent applicable, and shall, if this engagement is one for which services are provided, by doing the following:

12.1. Contractor and its subcontractors shall keep and maintain public records required by the CCSB to perform the service.

12.2. Contractor and its subcontractors shall upon written request from the CCSB's custodian of public records, provide the CCSB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed that provided in chapter 119, Florida Statutes or as otherwise provided by law;

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- 12.3. Contractor and its subcontractors shall ensure that public records that are exempt or that are confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CCSB;
- 12.4. Contractor and its subcontractors upon completion of the contract and receipt of written request from CCSB and within thirty (30) days of the receipt of such written request shall transfer to the CCSB, at no cost, all public records in possession of the Contractor and its subcontractors or keep and maintain the public records required by the CCSB to perform the service. If the Contractor and its subcontractors transfer all public records to the CCSB upon completion of the contract, the Contractor and its subcontractors shall destroy any duplicate public records that are exempt or that are confidential and exempt from the public records disclosure requirements. If the Contractor and its subcontractors keep and maintain public records, upon completion of the contract, the Contractor and its subcontractors shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CCSB, upon written request from the CCSB's custodian of public records, in a format that is compatible with the information technology systems of the CCSB.
- 12.5. The Parties agree that if the Contractor and its subcontractors fail to comply with a public records request, then the CCSB must enforce the Agreement provisions in accordance with the Agreement and as required by Section 119.0701, Florida Statutes.
- 12.6. The failure of the Contractor to comply with the provisions set forth herein shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to CCSB.
- 12.7. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE PUBLIC INFORMATION AND COMMUNICATIONS OFFICER, EMAIL ADDRESS: BLAIRL@CITRUSSCHOOLS.ORG AND PUBLICRECORD@CITRUSSCHOOLS.ORG; TELEPHONE**

**NUMBER: 352-726-1931 ext. 2211, 1007 W. MAIN STREET,
INVERNESS, FLORIDA 34450.**

- 12.8. For purposes of this Paragraph 12 and its subparts, "subcontractors" does not include Contractor's third party cloud hosting provider or vendors used in the ordinary course of business.
- 13. Non-Discrimination.** The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
- 14. Termination.** This Agreement may be canceled with or without cause by CCSB during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate this Agreement.
- 15. Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.
- 16. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, Agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or Agreements, whether oral or written.
- 17. Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.
- 18. Preparation of Agreement.** The Parties acknowledge that they have sought and obtained competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

19. Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term herein. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

20. Compliance with Laws. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

21. Governing Law & Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of Citrus County, Florida.

22. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

23. Assignment. Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from CCSB. Notwithstanding the foregoing, Contractor may assign this Agreement in connection with the sale or transfer of all or substantially all outstanding assets or equity of Contractor without CCSB consent; provided, however, any assignee would be subject to the requirements and obligations in place, and subject to the same terms and conditions set forth herein.

24. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

25. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that

of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

- 28. Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal authority to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 29. Excess Funds.** Any party receiving funds paid by CCSB under this Agreement agrees to promptly notify CCSB of any funds erroneously received from CCSB upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to CCSB within 30 days of discovery. .
- 30. Independent Contractor.** The Contractor certifies that it is an independent Contractor and shall not employ, contract with, or otherwise use the services of any officer or employee of CCSB. The Contractor certifies that its owner(s), officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the CCSB.
- 31. Conduct While on School Property.** The Contractor acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with CCSB policies and within the discretion of the premises administrator (or designee). It is a breach of this Agreement for any agent or employee of the Contractor to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and wellbeing of any student or employee of the CCSB. The Contractor agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.
- 32. Copyrights.** The Contractor is hereby notified that the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: the copyright in any work developed solely for the benefit of CCSB under a grant, subgrant, or contract under a grant or subgrant; and, any rights of copyright to which a grantee, subgrantee or a Contractor purchases ownership with grant support. Furthermore, the Parties agree that the CCSB has the right to make copies of any materials prepared solely for the benefit of CCSB, whether in tangible or electronic means or media, that are delivered under the provisions of this Agreement for use within the School District for purposes related to CCSB business, operations, the delivery of the educational program or to comply with the requirements of law, rule,

policy or regulation. Any material not designated as reproducible by Contractor may not be copied by the CCSB provided that such material was copyrighted by Contractor before performance under this Agreement and was not developed specifically for CCSB under this Agreement. For the avoidance of doubt, nothing under this Agreement shall grant CCSB any ownership rights of Curriculum Associates' proprietary software solutions and/or related training materials ("Contractor IP").

33. Debarment. By signing this Agreement, Contractor certifies, to the best of its knowledge and belief, that it and its principals:

33.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

33.2. Have not, within the preceding five-year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

33.3. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

33.4. Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.

33.5. Contractor agrees to notify CCSB within 30 days after the occurrence of any of the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, informations, or terminations as described in paragraphs 34.1 through 34.4 above, with respect to Contractor or its principals.

34. Confidential Student Information. Notwithstanding any provision to the contrary contained in this Agreement between the Contractor and CCSB; Contractor and its officers, employees, agents, representatives, Contractors, and sub-Contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its

officers, employees, agents, representatives, Contractors, or sub-Contractors, shall fully indemnify and hold the CCSB and its officers and employees harmless for any violation of this covenant, including but not limited to defending the CCSB and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the CCSB or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the CCSB arising out of the breach of this covenant by the Contractor, or an officer, employee, agent, representative, Contractor, or sub-Contractor of the Contractor to the extent and only to the extent that the Contractor or an officer, employee, agent, representative, Contractor, or sub-Contractors of the Contractor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this Agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

35. Confidentiality of Data/Information Provided. CCSB will allow the Contractor access to limited data/information as identified in the Statement of Work as necessary to perform the Services and pursuant to the terms of this Agreement in compliance with FERPA, COPPA, PPRA, 34 CFR 99.31(b) and Florida Statutes sections 1001.41 and 1002.22 all other privacy statutes as it relates to data privacy and security. The Contractor shall only use the data and information provided by CCSB for the purpose specified in the Statement of Work, and shall not disclose, copy, reproduce or transmit such data/information obtained under this Agreement and/or any portion thereof, except as necessary to fulfill the Agreement or as may be required by law.

36. Protection and Handling of Data.

36.1. Data Confidentiality and Security - Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information as required in the Student Data Privacy Agreement attached hereto as Attachment A.

36.2. Compliance - Contractor will not knowingly permit any Contractor's personnel to have access to any CCSB facility or any records or data of CCSB if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. §1829(a); or (ii) a felony. Contractor shall assure that any contract with subcontractors providing

Services directly to and for the benefit of CCSB will have in place binding contracts with terms at least as stringent as those set forth herein.

36.3.FERPA - To the extent services provided hereunder pertain to the access to student information, Contractor shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information. Notwithstanding the above, it is understood and agreed that CCSB shall obtain any necessary consents from parents or students prior to providing student information to Contractor, and CCSB is wholly responsible for providing annual notice to students and parents of their rights with respect to Florida Statutes.

36.4.HIPAA, CIPA, and GLBA - Contractor also agrees to comply with all applicable state and federal laws and regulations, including Health Information Privacy and Accountability Act (HIPAA), Children Internet Protection Act (CIPA), and the Gramm-Leach Bliley Act (GLBA).

36.5.Data De-identification - - De-identified Data refers to data generated from usage of *i-Ready*® from which all personally identifiable information has been removed or obscured so that it does not identify any individual and there is no reasonable basis to believe that the information can be re-identified or otherwise used to identify any individual ("De-identified Data"). Contractor maintains the perpetual right to use De-identified Data for product development, product functionality and research purposes, as permitted under the Family Educational Rights and Privacy Act (FERPA). Contractor may use De-identified Data only for product development, research, or other purposes in compliance with and as permitted under FERPA. For the avoidance of doubt, CCSB data, data, records, PII, or any other general reference to data mentioned herein, does not include De-identified Data.

36.6.Data Security – Contractor agrees to protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched with all appropriate security updates as designated by a relevant authority (e.g. Microsoft notifications, etc.) Likewise, CCSB agrees to conform to the following measures to protect and secure data:

36.6.1.Data Transmission. Contractor agrees that any and all transmission or exchange of system application data with CCSB and/or any other Parties shall take place via secure means, e.g. HTTPS, FTPS, SFTP, or equivalent.

36.6.2. Data Storage and Backup. Contractor agrees that any and all CCSB data will be stored, processed, and maintained solely on designated servers and that no CCSB data at any time will be processed on or transferred to any unencrypted portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of Contractor's designated backup and recovery processes. All servers, storage, backups, and network paths utilized in the delivery of the service shall be contained within the states, districts, and territories of the United States unless specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority. An appropriate officer with the necessary authority can be identified by the CCSB Director of Technology for any general or specific case.

Contractor agrees to store all CCSB backup data stored as part of its backup and recovery processes in encrypted form, using no less than 128 bit key.

36.6.3. Data Re-Use. Contractor agrees that any and all CCSB data exchanged shall be used expressly and solely for the purposes enumerated in this Agreement. Except as otherwise provided herein, CCSB data shall not be distributed, repurposed, or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no CCSB data of any kind shall be revealed, transmitted, exchanged, or otherwise passed to other Contractors or interested Parties except as necessary in order to perform the Services. Any other transmission or exchange of CCSB data is only permitted on a case-by-case basis as specifically agreed to in writing by an CCSB officer with designated data, security, or signature authority.

36.6.4. End of Agreement Data Handling. Contractor will ensure that District Data is encrypted and that all device/medium will be scanned at the completion of any contract or service Agreement and/or research study or project to ensure that no District Data, PII, personal information and/or student record information is stored on such electronic devices/medium. Furthermore, Contractor will have in place a service that will allow Contractor to wipe the hard drive on any stolen laptop or mobile electronic device remotely and have a protocol in place to ensure compliant use by employees.

36.6.5. Contractor agrees that upon termination of this Agreement and requested by CCSB in writing it shall erase, destroy, and render unreadable all CCSB data, and upon written request certify in writing that these actions have

been completed within thirty (30) days of the termination of this Agreement except for backup data as set forth above.

36.6.6. If CCSB receives a subpoena, warrant, or other legal order, demand (including an application for public information filed pursuant to Florida public records laws, or request seeking Data maintained by Contractor, the CCSB will promptly provide a copy of the application to Contractor. Contractor will promptly supply CCSB with copies of records or information required in order for the CCSB to respond, and will cooperate with the CCSB's reasonable requests in connection with its response.

36.6.7. Upon receipt of a litigation hold request, Contractor will preserve all documents and CCSB data as identified in such request, and suspend any operations that involve overwriting, or potential destruction of documentation arising from such litigation hold.

36.7.Data Breach - Contractor agrees to comply with the State of Florida Database Breach Notification process and all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of Contractor's security obligations under this Agreement or other event requiring notification under applicable law ("Notification Event"), Contractor agrees to notify CCSB promptly upon confirmation of a Notification Event and assist CCSB in its effort to informing all such individuals, including reimbursement of reasonable expenses incurred by CCSB in such notification, in accordance with applicable law and to indemnify, hold harmless, and defend CCSB and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.

36.7.1.Mandatory Disclosure of Protected Information - If Contractor becomes compelled by law or regulation (including securities laws) to disclose any Protected Information, Contractor will provide CCSB with written notice within 72 hours, so that CCSB may seek an appropriate protective order or other remedy. If a remedy acceptable to CCSB is not obtained by the date that Contractor must comply with the request, Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential. As soon as practicable, upon CCSB request, provide CCSB with a copy of its response.

36.7.2. Remedies for Disclosure of Confidential Information – Contractor and CCSB acknowledge that unauthorized disclosure or use of the Protected Information may irreparably damage CCSB in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual unauthorized disclosure or use of any Protected Information shall give CCSB the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees). Contractor hereby waives the posting of a bond with respect to any action for injunctive relief.

36.7.3. Safekeeping and Security - As part of the Services, Contractor will be responsible for safekeeping all keys, access codes, combinations, access cards, personal identification numbers, and similar security codes and identifiers issued to Contractor's employees, agents, or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information.

36.7.4. Non-Disclosure – Contractor is permitted to disclose Confidential Information to its employees, authorized subcontractors, agents, consultants, and auditors on a need to know basis only, provided that all such subcontractors, agents, consultants, and auditors have written confidentiality obligations to Contractor with terms at least as stringent as those set forth herein.

36.7.5. Request for Additional Protection - From time to time, CCSB may reasonably request that Contractor protect the confidentiality of certain Protected Information in particular ways to ensure that confidentiality is maintained. Contractor has the right to reasonably decline CCSB's request.

36.7.6. Data Ownership- Unless expressly agreed to the contrary in writing, all CCSB Data or PII prepared by Contractor (or its subcontractors) for CCSB will not be disclosed to any other person or entity.

36.7.7. Contractor warrants to the CCSB that the CCSB will own all rights, title and interest in any and all intellectual property created for the sole benefit of CCSB in the performance of this Agreement and will have full ownership and beneficial use thereof, free and clear of claims of any nature by any third party including, without limitation, copyright or patent infringement claims. Contractor agrees to assign and hereby assigns all rights, title, and interest in any and all CCSB created intellectual property created solely for

the benefit of CCSB in the performance of the Agreement to the CCSB, and will execute any future assignments or other documents needed for the CCSB to document, register, or otherwise perfect such rights. Notwithstanding the foregoing, Contractor retains all right, title and interest in and to its software, documentation, training and implementation materials and other materials provided in connection with Contractor's services (collectively, "Contractor IP"). Contractor grants to the CCSB a limited, revocable, non-transferable, license to access and use the Contractor IP for the number of users (or number of site licenses) listed on Attachment B solely for educational purposes in accordance with the terms and conditions of use expressed in this Agreement. . All CCSB data remains the property of the CCSB.

36.7.8. It is understood and agreed that the CCSB is the exclusive Owner of the CCSB data and that at no point in time does or will the Contractor become the Owner of any CCSB Data, PII or CCSB files, and that should the Contractor be subject to dissolution or insolvency, CCSB data, PII, or files will not be considered an asset or property of the Contractor. The CCSB reserves the right to demand in writing the prompt return of any and all CCSB data and PII at any time and for any reason whatsoever.

37. Illegal Alien Labor. The Parties shall each comply with all federal and state laws, including but not limited to section 448.095, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. The Parties must not knowingly employ unauthorized aliens working under this Agreement and should such violation occur shall be cause for termination of the Agreement. The Parties will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its new employees working under this Agreement hired during the contract term, and will further include in all subcontracts for subcontractors performing work or providing services pursuant to this Agreement an express written requirement that the subcontractor utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor to work under this Agreement during the contract term. The Contractor shall receive and retain an affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien to work under this Agreement. Contractor's knowing failure to comply with this subsection may result in termination of the Agreement and debarment of the Contractor from all public contracts for a period of no less than one (1) year.

38. FEDERAL GRANTS TERMS AND CONDITIONS. For any Agreement that involves, receives or utilizes Federal Grants funding, the following terms and conditions, as

applicable to the products and services set forth herein, shall be considered a part of the Agreement and the Contractor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

- 38.1. Recovered Materials (2 CFR §200.322) applies to all contracts greater than \$10,000.** Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 38.2. Federal Drug Free Workplace.** Contractor agrees to comply with the drug-free workplace requirements for federal Contractors pursuant to 41 U.S.C.A. § 8102.
- 38.3. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) applies if contract is greater than or equal to \$100,000.** Contractor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 38.4. Energy Efficiency / Conservation (42 U.S.C. 6201).** Contractor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 38.5. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Contractor shall report any and all violations to the

Federal awarding agency and the Regional Office of the EPA, and notify CCSB concurrently within 30 days of notice of the violation.

38.6. Remedies For Violation or Breach of Contract. Failure of the Contractor to provide products within the time specified in this Agreement shall result in the following: CCSB shall notify Contractor in writing within five (5) calendar days and provide five (5) calendar days to cure. If Contractor cannot provide product, CCSB reserves the right to terminate this Agreement and receive a pro-rata refunds.

38.7. Debarment and Suspension. Contractor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

38.8. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

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

38.8.2. Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

38.8.3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant

has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

38.8.4. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a Record Retention and access requirements to all records. Contractor will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

38.8.5. Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

38.8.6. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

38.8.7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September

24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

38.8.8. Contractor will include the provisions of paragraphs 39.8 in every subcontract or purchase order directly related to this Agreement unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

38.9. Copeland “Anti-Kickback” Act (18 U.S.C. 874 And 40 U.S.C. 276c).

Contractor certifies that it is, and will continue to be, for the term of this Agreement in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

38.10. Davis-Bacon Act, as Amended (40 U.S.C. 276A TO A-7).

Contractor certifies that it is, and will continue for the term of this Agreement, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Contractor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor agrees to pay wages not less than once a week. Contractor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Contractor acknowledges that the decision to award this Agreement or subcontract is conditioned upon the acceptance of the wage determination which the

Contractor accepts. Contractor agrees to report all suspected or reported violations to the Federal awarding agency and to notify CCSB concurrently. Contractor certifies that it is, and will continue to be, for the term of this Agreement in full compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

38.11. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).

Contractor certifies that it is, and will continue for the term of this Agreement, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

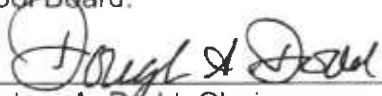

38.12. Health And Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704). No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

38.13. All website or software terms contained in click-through Agreements in connection with Contractors services are disclaimed by CCSB to the extent the terms conflict or are inconsistent with the terms of this Agreement.

39. Authority to Execute Agreement. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE AGREEMENT WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY ENTERING INTO THE AGREEMENT WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

School Board:  _____ Douglas, A. Dodd, Chairperson Date: <u>6/13/23</u>	Contractor:  _____ By: Robert Waldron Title: Chief Executive Officer Date: <u>May 31, 2023</u>
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Attachments: (list all attachments with the exact title of the document)

Attachment A, Student Data Privacy Agreement

Attachment B, Price Quote 315272.1

Attachment C – i-Ready Terms of Use

Attachment D – i-Ready Platform Data Handling and Privacy Statement

Contractor Contact Name: Robert Waldron

Phone Number: 800-225-0248

Email Address: legal@cainc.com

ATTACHMENT A
AGREEMENT BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AND
CURRICULUM ASSOCIATES, LLC
STANDARD STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement (“**DPA**”), as developed by the Student Data Privacy Consortium (“**SDPC**”) and as modified by The School Board of Citrus County, Florida is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

The School Board of Citrus County, Florida, located at 1007 W. Main Street, Inverness, Florida 34450 (the “**LEA**”)

and

Curriculum Associates, LLC, located at 153 Rangeway Road, North Billerica, MA 01862 (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), , and applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions. Check if Required**

If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

- ✓ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H"**. (Optional)
- ✓ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.

4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.

5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").

6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Kathy Androski
Title: Director of Educational Technology
Address: 3741 W. Educational Path, Lecanto, FL 34461
Phone: (32) 746-3437 x2236
Email: AndroskiK@citruschools.org


The designated representative for the Provider for this DPA is:

Name: Curriculum Associates, LLC
Title: Associate General Counsel
Address: 153 Rangeway Road, North Billerica, MA 01862

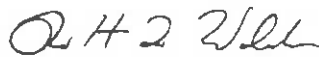
Phone: (800) 225-0248
Email: legal@cainc.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: The School Board of Citrus County, Florida.

Signature: 
Printed Name: Douglas A. Dodd
Title: Chairperson
Date: 6/13/23

Provider: Curriculum Associates, LLC

Signature: 
Printed Name: Robert Waldron
Title: Chief Executive Officer
Date: May 31, 2023

STANDARD CLAUSES

Version 1.0

Article I. ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA.** The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided.** In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions.** The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

Article II. ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA.** All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access.** To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date

of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

Article III. ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

Article IV. ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality Agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
 - (a) **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

5. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **"Directive for Disposition of Data"** form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
6. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

Article V. ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality Agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or

delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
- (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
- (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
- (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

Article VI. ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

Article VII. MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service Agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license Agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between **Exhibit "H"**, the SDPC Standard Clauses, and/or the

Supplemental State Terms, **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement.** This DPA and the Service Agreement constitute the entire Agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or Agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability.** Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction.** THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound:** This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the

DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority**. Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or Contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver**. No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both Parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

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EXHIBIT "A"

DESCRIPTION OF SERVICES

Provider has granted the LEA limited, revocable, non-transferable licenses to access and use its online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading and related digital products. Provider shall also provide Professional Development services for i-Ready® Assessment & Personalized Instruction for Math and/or Reading as may be requested by LEA and set forth in one or more price quotes.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify: migrant status	X
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts/ health data	

Category of Data	Elements	Check if Used by Your System
	Student disability information	
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	

Category of Data	Elements	Check If Used by Your System
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT "C"

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student's identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student's cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K-12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written Agreement with an LEA to provide a service to that LEA shall be considered an "operator" for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term "Provider" means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term "Provider" includes the term "Third Party" and the term "Operator" as used in applicable state statutes.

Student Generated Content: The term "Student-Generated Content" means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a Contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such

student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

The School Board of Citrus County Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By **[Insert Date]**

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Provider

Date

1. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the School Board of Citrus County, Florida and the Provider. ****PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. ****

[Insert Name of Subscribing LEA]

BY: _____

Date: _____

Printed Name: _____

Title/Position: _____

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity

Frameworks 2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
X	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
X	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
X	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for [State]

Version _____

[The State Supplement is an ***optional*** set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual Parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (**Exhibit "H"** in this proposed structure).]

EXHIBIT "H"

Additional Terms or Modifications

THIS EXHIBIT "H" effective simultaneously with attached Student Data Privacy Agreement ("DPA") between The School Board of Citrus County, Florida, (the "Local Education Agency" or "LEA") and Curriculum Associates, LLC, (the "Provider") is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. The second WHEREAS CLAUSE is amended to add "the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98)" after "15 U.S.C. § 6501-6506 (16 CFR Part 312)".
2. Paragraph 3 on the page 2 of the DPA is deleted in its entirety and replaced with the following: In the event of a conflict between the DPA Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including Provider Terms of Service or Privacy Policy, the terms of Technology Master Service Agreement, and then this DPA shall control.
3. The last sentence of Article II, Paragraph 1 is amended as follows: Provider agrees that for purposes of this Agreement, it will be designated a "School Official," under the control and direction of the LEA as it pertains to the use of Student Data, with "legitimate educational interests" as those terms have been interpreted and defined under FERPA. If applicable, Provider may transfer student-generated content to a separate account, according to the procedures set forth below. Provider agrees to abide by FERPA and Fla. Stat. 1002.22 while performing its service for the LEA.
4. Article I, Paragraph 2 is amended to add the following: Indemnification. Provider shall indemnify, hold harmless, and defend the LEA and all of LEA's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Provider, third-Parties, or subprocessor(s) related to Attachment A, Exhibit B (Schedule of Data), including but not limited to, failure to notify the SB of any additional students' PII collected and not updated by Provider in Exhibit B.

5. Article II, Paragraph 5 is deleted in its entirety and replaced with the following: Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA. Provider agrees to share the Subprocessors names and Agreements with LEA upon LEA's request. For purposes of this DPA, Subprocessors shall not include Provider's cloud hosting provider and other vendors used in the ordinary course of business who perform technology and software development and maintenance services on Provider's internal systems under Provider's supervision and do not have access to LEA Data.
6. Article III, Paragraph 1 is amended to add the following sentence: LEA will allow Provider access to Student Data necessary to perform the Services and pursuant to the terms of this DPA and in compliance with FERPA, COPPA, PPRA, and all other privacy statutes cited in this DPA.
7. Article IV, Paragraph 2 is amended to add the following sentence: Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA
8. Article IV, Paragraph 4 is amended to read as follows:

No Disclosure. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to De-Identified Data, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

- (a) **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-

identified Student Data to any party unless that party agrees in writing not to attempt re-identification. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

9. Article IV, Paragraph 5 is deleted in its entirety and replaced with the following:

Disposition of Data. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data in accordance with its data retention and destruction policies, consistent with industry standards. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3 or data which may have been created and archived for disaster recovery purposes, which backup data shall be destroyed pursuant to Provider's data retention and destruction policies, consistent with industry standards. The LEA may employ a **"Directive for Disposition of Data"** form to Provider, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.

10. Article IV, Paragraph 6 is deleted in its entirety and replaced with the following: Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, targeted advertising, or other commercial efforts by Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from generating legitimate personalized learning recommendations.

11. Article V, Paragraph 1 is deleted in its entirety and replaced with the following: Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored. Provider shall not, without the express prior written consent of District: Transmit Student Data or PII to any Subprocessors located outside of the United States; distribute, repurpose or share Student Data or PII with any Partner Systems not used for providing services to the LEA; use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any

commercial purpose [or for any other purposes]; use PII or any portion thereof to develop commercial products or services; use any PII for any other purpose other than in connection with the services provided to the LEA; and engage in targeted advertising, based on the Student Data collected from the LEA.

12. Article VII, is hereby amended to add Paragraph 10 as follows:

Assignment. None of the Parties to this DPA may assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other party to this DPA, except that Provider may assign this DPA in connection with the sale or transfer of all or substantially all outstanding assets or equity of Provider; provided, however, any assignee would be subject to the requirements of any privacy protections we have in place, and subject to the same terms and conditions set forth herein.

13. Article VII, is hereby amended to add Paragraph 11 as follows: **Click through.** Any “click through” terms and conditions or terms of use are superseded by the Technology Master Service Agreement and this DPA, and acceptance of the terms and conditions or terms of use through the “click through” do not indicate acceptance by the LEA.

14. Article VII, is hereby amended to add Paragraph 12 as follows: **Security Controls.** Security Controls. Provider represents and warrants that any software licensed hereunder shall not contain any virus, worm, Trojan Horse, tracking software or be capable of identifying non-approved users or tracking any approved user, or any undocumented software locks or drop dead devices that would render inaccessible or impair in any way the operation of the software or any other hardware, software or data for which the software is designed to work with.

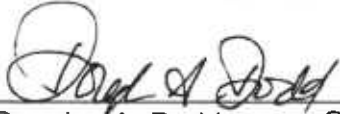
15. Article VII, is hereby amended to add Paragraph 13 as follows: **Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

[SIGNATURE PAGE FOLLOWS]


THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE DPA, AS MODIFIED BY THIS EXHIBIT H, WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY AGREEING TO THE ADDITIONAL TERMS OR MODIFICATIONS SET FORTH HEREIN WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

Local Education Agency:

Provider: Curriculum Associates, LLC



Douglas A. Dodd, Chairperson



By: Robert Waldron

Date: 6/13/23

Title: Chief Executive Officer

Date: May 31, 2023

Curriculum Associates

Last updated February 22, 2023

i-Ready Connect™, i-Ready Classroom™, and Teacher Toolbox Digital Products Terms and Conditions of Use

These Terms and Conditions of Use (the "TOU") apply to the digital product offerings of Curriculum Associates, LLC ("CA") including i-Ready® Assessment, i-Ready Learning™, i-Ready® Learning Games, i-Ready reports and reporting tools, Success Central, and the e-book versions and digital components of i-Ready Classroom Mathematics. These terms also apply to CA's teacher toolbox offerings, including Magnetic Reading Teacher Digital Access (collectively "Teacher Toolbox"). These offerings are referred to in these terms of use as the "Digital Products." These terms apply to all of the Digital Products except where CA has noted otherwise. By using your login to access the system, you agree, on behalf of your organization, to abide by these TOU. All references to "You" or "you" in these TOU refer to your organization, which has licensed access to i-Ready Connect™, i-Ready Classroom Mathematics, and/or Teacher Toolbox from CA. All authorized users within your organization are expected to comply with these TOU.

For additional terms of use that specifically apply to your use of i-Ready Classroom Mathematics, please see the Special Terms for i-Ready Classroom Mathematics sections below. For additional terms of use that specifically apply to your use of Teacher Toolbox, please see the "Special Terms for Teacher Toolbox" section below. For additional terms of use that specifically apply to your use of the Digital Resource Library please visit the *Digital Resource Library Terms and Conditions of Use* which can be found at https://cdn.i-ready.com/instruction/content/system-check/DigitalResourceLibrary_Terms_of_Use.pdf.

Copyright and Proprietary Rights

The Digital Products and the content contained therein are the sole property of CA and its licensors and those materials are protected by United States and international copyright laws. All copyright, trademark, and other proprietary rights in the Digital Products and in the software, text, graphics, design elements, audio, music, and all other materials contained in the Digital Products are reserved by CA and its licensors. You may not use the Digital Products in any manner that infringes the proprietary rights of any person or entity.

Use by Federal Government.

The Digital Products constitute Commercial Off the Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.

Data Collection, Ownership, and Security

In connection with your use of the Digital Products, you will be asked to provide CA with data about your students. You represent and warrant that you have the right to provide CA with all of the data you input into the Digital Products. As your students use the Digital Products, data will be generated about your students' usage, performance, and progress. Both the information you input and the data generated by your students' usage will be referred to in these TOU as "Customer Data." You shall own all right, title, and interest in and to the Customer Data. However, you hereby grant CA a worldwide, royalty-free license to use the Customer Data during the term of your agreement with CA to host and make access to the Digital Products available to you. You also grant CA a worldwide, royalty-free, perpetual license to use the Customer Data in de-identified format only for product development, research, and other purposes. Furthermore, CA agrees not to attempt to re-identify de-identified Customer Data and not to transfer de-identified Customer Data to any third party unless such party agrees not to attempt re-identification.

CA takes the protection of Customer Data, particularly personally identifiable Customer Data, very seriously. CA will not reveal student names, identifiers, or individual assessment results to any third parties. CA will not use any Customer Data to advertise or market to students or parents. For a full description of CA's data handling policies and procedures, please review Curriculum Associates' Data Handling Policy and Privacy Statement by clicking here: <https://www.curriculumassociates.com/support/privacy-and-policies/i-ready-data-handling-privacy>.

Access to the Digital Products

The Digital Products are intended to be accessed only by authorized users affiliated with your organization. Your authorized users will need valid usernames and passwords to access the Digital Products. Unless there is a third party data sharing agreement in place that has been approved by CA, you may not give administrator login credentials to anyone outside of your organization, although you may provide login information to a purchasing entity affiliated with your organization. You are responsible for the integrity and security of your usernames and passwords. Please advise CA immediately if any of your usernames and/or passwords have been compromised.

CA will use commercially reasonable efforts to make the Digital Products available to you 24 hours a day, except for: (a) planned downtime, of which CA will give you reasonable notice where possible, and which CA shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond CA's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

Limitations on Use

You shall not, nor permit any of your authorized users to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms underlying the Digital Products; (b) modify, copy, translate, or create derivative works based on the Digital Products or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Digital Products; (d) use the Digital Products for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within your organization; (e) use any features or functionalities of the Digital Products with external applications, scripts, or code that may interfere with the operation of any Digital Products or pose a security risk, or (f) remove any proprietary notices from the Digital Products.

Except as described below, you may not reproduce, upload, post, transmit, download, or distribute any part of the Digital Products or information accessed at other sites through links made from i-Ready, i-Ready Classroom Mathematics, or Teacher Toolbox, other than printing out or downloading portions of the text and images of student-facing portions of i-Ready Personalized Instruction, i-Ready Classroom Mathematics, or Teacher Toolbox for use in connection with the work of your organization. For the avoidance of doubt, you may not reproduce, upload, post, transmit, download, or distribute any part of i-Ready Assessment. If you leave i-Ready Connect™ via a link to a third-party site, CA is in no way responsible for that third-party site, and your use of that third-party site will be governed by that site's terms of use, not these TOU.

You must use the Digital Products in compliance with all applicable laws, rules, and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

Limitation of Warranties and Liability; Indemnity

EXCEPT AS SET FORTH IN THESE TOU, CA MAKES NO WARRANTIES WITH RESPECT TO THE DIGITAL PRODUCTS. CA DOES NOT WARRANT THAT THE DIGITAL PRODUCTS WILL MEET ALL YOUR REQUIREMENTS, WILL BE ACCURATE, OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CA EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE DIGITAL PRODUCTS, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE.

IN NO EVENT SHALL CA OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS, OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CA TO YOU EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY YOU TO CA FOR ACCESS TO THE DIGITAL PRODUCTS.

To the extent permitted by law, you shall indemnify, defend, and hold harmless CA and its licensors against any claim brought against CA and/or its licensors by a third party that arises from your use of the Digital Products, except to the extent that you are prohibited by law from providing such an indemnification, and provided that CA: (a) promptly gives you written

notice of the claim; (b) gives you sole control of the defense and settlement of the claim; and (c) provides you with reasonable assistance, at your expense, with respect to the defense of such claim.

Choice of Law and Jurisdiction

These TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of the Digital Products or these TOU.

Special Terms for i-Ready Classroom Mathematics: Editable Materials

For users of i-Ready Classroom Mathematics, we provide editable versions of select resources ("RCM Editable Materials") through i-Ready Classroom Mathematics Teacher Toolbox. For these RCM Editable Materials, the TOU described above still apply, except that printing, copying, and editing the RCM Editable Materials is permitted. However, you must not remove any copyright notices from the RCM Editable Materials. Curriculum Associates is not responsible for any alterations you make to the RCM Editable Materials, and Curriculum Associates makes no guarantee that the RCM Editable Materials will be of the same high quality or will accurately convey the mathematics concepts found in i-Ready Classroom Mathematics once they have been edited.

Special Terms for i-Ready Classroom Mathematics: Thin Common Cartridge® Customers

For users of i-Ready Classroom Mathematics, we make select content from that program available for your licensed teachers and students as Thin Common Cartridge® ("Thin CC") for use in compliant Learning Management Systems ("LMS"). For this Thin CC content, all of the above-listed TOU apply, except that uploading/distributing the Thin CC files required to enable Thin CC content in your LMS is permitted.

Common Cartridge® is a registered trademark of the IMS Global Learning Consortium, Inc. (www.imsglobal.org).

Special Terms for Teacher Toolbox

These usage terms for Teacher Toolbox are designed to ensure that your students get the most out of the resources inside your Teacher Toolbox while preserving the rigor and integrity of the materials for your students and others.

Because the teacher materials inside Teacher Toolbox include assessments and answers to assignments, we kindly ask that you do not post or share teacher-facing materials from the Teacher Toolbox. Posting answer keys and teacher-facing materials enables students—both in your district and in other districts—to access answers to their assignments and miss out on valuable learning experiences. While our Terms of Use do allow you to post student-facing materials on a password-protected learning management system (LMS), posting of teacher-facing materials is prohibited.

Teacher Toolbox is intended for use by teachers and school administrators only. The PDF files within Teacher Toolbox contain content that is included in CA's proprietary i-Ready Classroom and Ready curriculum materials. These PDFs are provided to you on a limited permission basis. Educators and administrators from schools or districts that have purchased licenses to Teacher Toolbox may download PDFs to their computer for their own reference and may post PDFs of student materials to any of the password-protected learning management systems (LMS) listed below, as long as such LMS can only be accessed by individuals associated with your school or district with a valid username and password. If you post Toolbox materials or content that includes or is based upon Toolbox materials in an LMS that permits content sharing, you must restrict content sharing and usage to licensed users of Teacher Toolbox. *Please note that it is a violation of these Terms of Use to save files in a manner that overrides any security settings.*

Approved LMS platforms:

- Blackboard

-
- Brightspace
 - Buzz by Agilix
 - Canvas by Instructure
 - Edmodo
 - Google Classroom
 - ITS Learning
 - Microsoft Suite for Education
 - Moodle
 - Nearpod
 - PowerSchool
 - Sakai
 - Seesaw
 - Schoology

An approved LMS platform means that the platform meets CA's security-related requirements to permit the posting of Toolbox materials in it. CA has no affiliation with any of these platforms and does not endorse any particular LMS. CA offers no assurance that our suite of products will function properly when accessed via any approved LMS platform. If you experience any issues using an approved LMS platform then you should contact the organization that manages that particular LMS.

If you would like to upload student-facing Teacher Toolbox materials to an LMS not listed here, please contact your Partner Success Manager.

In limited quantity and for use with your own students, you may print and/or make copies of student and teacher pages from other PDFs on the Teacher Toolbox. Copies of these materials must include all copyright, trademark and other proprietary rights notices contained on the original pages from which the copies were made. You may not print, copy, or share any pages from the Read Aloud Trade Books (available only in the Teacher Toolbox for Reading at Grades K and 1). You also may not share direct links to resources inside the Teacher Toolbox. Except as specified in these Terms of Use, you may not reproduce, upload, post, transmit, download or distribute any part of the Teacher Toolbox content or information.

Google Classroom Assignment

For districts that use Google Classroom, CA offers educators the ability to easily assign certain student-facing content to their students through Google Classroom. If an educator elects to utilize this feature, their use remains subject to these Terms of Use and the relevant provisions of CA's data handling policies and procedures that pertain to the Opt-In Google Classroom Assignment Feature, which can be found through the link above. CA's materials that are made available in Google Classroom may only be shared with your students and educators, and those materials may not otherwise be reproduced, uploaded, posted, transmitted, downloaded, or distributed outside of your organization.

EXHIBIT D

***i-Ready*[®] Platform Data Handling and Privacy Statement**

Last Updated: February 10, 2023

Purpose. Curriculum Associates (“CA”) takes the protection of our customers’ data and information, particularly student data, very seriously. The purpose of this Data Handling and Privacy Statement is to inform our customers about our current data security policies and practices, which are intended to safeguard this sensitive information. CA handles customer data in a manner consistent with applicable laws and regulations, including, without limitation, the Federal Family Educational Rights and Privacy Act (FERPA), the California Student Online Personal Information Protection Act (SOPIPA), the Children’s Online Privacy Protection Act (COPPA), the California Consumer Privacy Act, and other state student data privacy protection laws.

Scope. This policy covers the collection, use, and storage of data that is obtained through the use of the products and related services accessible through the use of CA’s proprietary *i-Ready*[®] platform, *i-Ready Connect*[™]. These include *i-Ready*[®] Assessment, *i-Ready Learning*, *i-Ready Learning Games*, *i-Ready Standards Mastery*, *i-Ready* reports and reporting tools, and the e-book versions and digital components of *i-Ready Classroom*[™] Mathematics. All of these products and services are collectively referred to in this policy as “*i-Ready*.” Note that there are separate terms applicable only to *i-Ready Teacher Toolbox*, *Success Central*, and the Digital Resource Library, which are educator-only facing products. These separate terms are described at the end of this privacy statement.

Student Data Obtained and Collected.

CA receives certain information, which we receive pursuant to the school official exception under FERPA, from its school district customers to enable students to use *i-Ready*. The following information is generally provided to CA for each student user of *i-Ready*:

- student first and last name;
- date of birth;
- gender;
- ethnicity or race;
- student identification number;
- student school or class enrollment;
- student grade level;
- teacher name;
- English language learner status, and;
- eligibility for free- or reduced-price lunch.

Note that some of these data fields (such as ethnicity or race, ELL status, eligibility for free or reduced-price lunch) are not required for the use of *i-Ready*. However, where districts would like reporting capabilities based on these categories, they may choose to provide this information to CA.

Data We Do Not Collect.

CA never obtains or collects the following categories of information through the use of *i-Ready*:

-
- user biometric or health data;
 - user geolocation data;
 - student email addresses or social media profile information; or
 - student mailing addresses or phone numbers, or other such “directory” information.

Usage Data.

When students use *i-Ready*, certain assessment results and usage metrics are also created. These results and usage metrics are used by CA as described below. While teachers and school administrators are able to access student information and related *i-Ready* usage data, this information is not made available to other students or the public.

How We Use Student Data.

CA only uses student data for education-related purposes and to improve teaching and learning, as described in more detail here. We receive this data under the “school official” exception under FERPA:

- **For Services.** CA only uses student-identifiable data provided by schools and/or school districts to make *i-Ready* available to that particular student, and to provide related reports and services to that student’s school and school district and its educators and administrators. CA uses student data collected from the use of *i-Ready* for the purpose of making *i-Ready* available to its customers and for improving its content and effectiveness.
- **For Reporting.** CA provides reporting capabilities to its educator customers, and these reports are generated based on *i-Ready* usage information.
- **For Account Support.** Customers’ usage data may also be used on an aggregated basis to allow CA’s Partner Success, customer service and tech support teams to provide services that meet the specific needs of our educator customers.
- **Treatment as PII.** CA treats all student-identifiable data, and any combination of that data, as personally-identifiable information, and that data is stored securely as described more fully below.
- **No Solicitation of Students.** CA receives education records from our school district customers to enable students and teachers to use *i-Ready*. CA does not solicit personally identifiable information directly from students—all student information is provided by school district customers or created through the use of the *i-Ready* platform. Because *i-Ready* is only used in the context of school-directed learning, schools are not required to obtain parental consent under COPPA to provide us with this data, although many customers choose to do so to comply with state or local requirements.
- **No Ownership.** CA does not obtain any ownership interest in student-identifiable data.

How We Use De-Identified Data.

CA collects and uses “de-identified student data”, which refers to data generated from usage of *i-Ready* from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students.

- CA uses this aggregated, de-identified student data for core product functionality to make *i-Ready* a more effective, adaptive product.
- CA uses de-identified data to provide services to our educator customers. We sometimes use third party software tools (such as Salesforce or Domo) to enhance the level of service we provide. However, we only use de-identified data with these tools.
- CA also uses de-identified student and educator data for research and development purposes. This might include research analyzing the efficacy of *i-Ready* or development efforts related to our product and service offerings. We also conduct research using de-identified data for studies focused on improving educational systems and student outcomes more generally.
- While some of this research work is done internally, CA does share de-identified student data with trusted third-party research partners as part of these research initiatives.
- CA does not attempt to re-identify de-identified student data and takes reasonable measures to protect against the re-identification of its de-identified student data.
- Our research partners are prohibited from attempting to re-identify de-identified student or educator data.
- CA does not sell student identifiable data or aggregated de-identified student or educator data to third parties.

No Targeted Advertisements or Marketing.

- CA does not include advertisements or marketing messages within *i-Ready* nor does it use student data for targeted advertising or marketing.
- No student data collected in connection with *i-Ready* usage is shared with third parties for any advertising, marketing, or tracking purposes.

No User Interactions.

- There are no social interactions between users in *i-Ready*, and a given user's account is not accessible to other student users or third parties. Thus there is no opportunity for cyberbullying within *i-Ready*.
- There is no ability for users to upload user content created outside of *i-Ready*. Other than responses to questions or instructional prompts, students cannot create content within *i-Ready*.
- *i-Ready* user information does not involve the creation of a profile, and cannot be shared for social purposes.

Student Privacy Pledge To further demonstrate its commitment to protecting the privacy of student information, CA has taken the Student Privacy Pledge <https://studentprivacypledge.org>. This means that, among other things, CA has pledged not to sell student information, not to engage in behaviorally targeted advertising, and to use collected data for authorized purposes only. CA only uses collected student data for the purposes described in the “How We Use Student Data” paragraph.

How We Use Educator Data.

CA also collects the following information about educators that use the *i-Ready* platform: name, school or district affiliation, grade level teaching, IP address, and email address. CA uses this information for account registration and maintenance purposes. CA also records when educator account logins are created, and when educators log in and out of the *i-Ready* platform. CA utilizes a third-party service

provider to host professional-development content for educators in a learning-management system (LMS). For any educator who utilizes that content, CA and/or the educator will provide certain *i-Ready* account information to its third-party service provider, and this information will be used to communicate with educators and district-level administrators more effectively about their specific implementation, and to better understand how educators use the *i-Ready* and LMS platforms. We may also use de-identified educator data to improve our product and service offerings, as described in the “How We Use De-Identified Data” section above.

Data Storage Location.

- *i-Ready* is a cloud-based application.
- Our servers are located in Tier 1 data centers located in the United States.
- We do not store any student data outside of the US.

Network-Level Security Measures.

- CA’s *i-Ready* systems and servers are hosted in a cloud environment.
- Our hosting provider implements network-level security measures in accordance with industry standards.
- Curriculum Associates manages its own controls of the network environment.

Server-Level Security Measures.

- Access to production servers is limited to a small, identified group of operations engineers who are trained specifically for those responsibilities.
- The servers are configured to conduct daily updates for any security patches that are released and applicable.
- The servers have anti-virus protection, intrusion detection, configuration control, monitoring/alerting, and automated backups.
- Curriculum Associates conducts regular vulnerability testing.

Computer/Laptop/Device Security Measures. Curriculum Associates employs a full IT staff that manages and secures its corporate and employee IT systems. Laptops are encrypted and centrally managed with respect to configuration updates and anti-virus protection. Access to all CA computers and laptops is password-controlled. CA sets up teacher and administrator accounts for *i-Ready* so that they are also password-controlled. We support customers that use single sign on (SSO) technology for accessing *i-Ready*.

Encryption.

- *i-Ready* is only accessible via https and all public network traffic is encrypted with the latest encryption standards.
- Encryption of data at rest is implemented for all data stored in the *i-Ready* system.

Employee and Contractor Policies and Procedures. CA limits access to student- identifiable data and customer data to those employees who need to have such access in order to allow CA to provide quality

products and services to its customers. CA requires all employees who have access to CA servers and systems to sign confidentiality agreements. CA requires its employees and contractors who have access to student data to participate in annual training sessions on IT security policies and best practices. Any employee who ceases working at CA is reminded of his or her confidentiality obligations at the time of departure, and network access is terminated at that time.

Third-Party Audits and Monitoring. In addition to internal monitoring and vulnerability assessments, Curriculum Associates contracts with a third party to conduct annual security audits, which includes penetration testing of the *i-Ready* application. Curriculum Associates reviews the third-party audit findings and implements recommended security program changes and enhancements where practical and appropriate.

Data Retention and Destruction. Student and teacher personal data is used only in the production systems and only for the explicitly identified functions of the *i-Ready* application. Student and teacher personal data is de-identified before any testing or research activities may be conducted. Upon the written request of a customer, Curriculum Associates will remove all personally identifiable student and educator data from its production systems when CA will no longer be providing access to *i-Ready* to that customer. In addition, CA reserves the right, in its sole discretion, to remove a particular customer's student data from its production servers a reasonable period of time after its relationship with the customer has ended, as demonstrated by the end of contract term or a significant period of inactivity in all customer accounts. Student data is removed from backups in accordance with CA's data retention practices. If CA is required to restore any materials from its backups, it will purge all student-identifiable data not currently in use in the production systems from the restored backups.

Correction and Removal of Student Data.

- Parents of students, guardians, or eligible students who use *i-Ready* may request correction or removal of the student's personally identifiable data from *i-Ready* by contacting their student's teacher or school administrator. The teacher or school administrator can then verify the identity of the requesting party and notify CA of the request.
- CA will promptly comply with valid requests for correction or removal of student data; however, removal of student personally identifiable data will limit that student's ability to use *i-Ready*.

Breach Notification.

CA follows documented "Security Incident Management Procedures" when investigating any potential security incident. In the event of a data security breach, CA will notify impacted customers as promptly as possible that a breach has occurred, and will inform them (to the extent known) what data has been compromised. CA expects customers to notify individual teachers and parents of any such breach to the extent required, but will provide customers reasonably requested assistance with such notifications and will also reimburse customers for the reasonable costs associated with legally required breach notices.

Data Collection and Handling Practices for Educator Resources.

Curriculum Associates offers a set of digital resources intended for use by educators, including Teacher Toolbox, Success Central, and the Resource Library (collectively and individually, the "Educator Resource Materials"). They are not student-facing materials, and therefore no student data is collected through the use of the Educator Resource Material. CA collects the following information about educators who use the Educator Resource Materials: name, school or district affiliation, grade level teaching, and email

address. CA uses this information for account registration and maintenance purposes. CA also records when educator account logins are created, and when educators log in and out of the Educator Resource Materials. When a teacher uses the Educator Resource Materials, our systems record which resources have been accessed by whom and the frequency of access. We use this information for product development purposes, to ensure that we are providing educators with resources that are useful to them. Our Partner Success, customer service and tech support teams also use this information to provide more specifically tailored support to our educator customers. Upon request, we may also provide this information to school or district level administrators to help them better understand how our Educator Resource Materials are used by educators in their school or district. We also use this information to communicate with educators more effectively about their specific implementation. We do not sell this information or otherwise share it with any third parties, nor do we serve advertisements to educators based on this usage data. We do not use this data to create a profile about any of the educators who use our products to provide to anyone outside of CA. We simply use this collected data for internal purposes to make our product and service offerings better.

Opt-In Google Classroom Assignment Feature for Educator Resource Materials.

For districts that use Google Classroom, Curriculum Associates offers educators the ability to easily assign certain student-facing content, including certain Educator Resource Materials, to their students through Google Classroom. If an educator elects to utilize this feature, Google Classroom will provide Curriculum Associates with the educator's name and email address, as well as the roster information and coursework data for that educator's classroom. In addition, if permission is granted by the educator, Google will allow Curriculum Associates to access the educator's Google Classroom environment and to directly upload the Educator Resource Materials content into Google Classroom through Google Drive. Use of Google Classroom is subject to Google Classroom's terms of service and privacy policy.

Policy Review.

Curriculum Associates reviews this privacy policy on an annual basis and makes updates from time to time to reflect changes in legal requirements and to provide more clarity to our customers on our practices. If you have any questions about our data-handling practices or this privacy policy, you may contact us at privacy@cainc.com.

ATTACHMENT A
AGREEMENT BETWEEN
THE SCHOOL BOARD OF CITRUS COUNTY, FLORIDA
AND
CURRICULUM ASSOCIATES, LLC
STANDARD STUDENT DATA PRIVACY AGREEMENT

This Student Data Privacy Agreement (“**DPA**”), as developed by the Student Data Privacy Consortium (“**SDPC**”) and as modified by The School Board of Citrus County, Florida is entered into on the date of full execution (the “**Effective Date**”) and is entered into by and between:

The School Board of Citrus County, Florida, located at 1007 W. Main Street, Inverness, Florida 34450 (the “**LEA**”)

and

Curriculum Associates, LLC, located at 153 Rangeway Road, North Billerica, MA 01862 (the “**Provider**”).

WHEREAS, the Provider is providing educational or digital services to LEA.

WHEREAS, the Provider and LEA recognize the need to protect personally identifiable student information and other regulated data exchanged between them as required by applicable laws and regulations, such as the Family Educational Rights and Privacy Act (“**FERPA**”) at 20 U.S.C. § 1232g (34 CFR Part 99); the Children’s Online Privacy Protection Act (“**COPPA**”) at 15 U.S.C. § 6501-6506 (16 CFR Part 312), , and applicable state privacy laws and regulations and

WHEREAS, the Provider and LEA desire to enter into this DPA for the purpose of establishing their respective obligations and duties in order to comply with applicable laws and regulations.

NOW THEREFORE, for good and valuable consideration, LEA and Provider agree as follows:

1. A description of the Services to be provided, the categories of Student Data that may be provided by LEA to Provider, and other information specific to this DPA are contained in the Standard Clauses hereto.

2. **Special Provisions. Check if Required**

If checked, the Supplemental State Terms and attached hereto as **Exhibit "G"** are hereby incorporated by reference into this DPA in their entirety.

- ✓ If checked, LEA and Provider agree to the additional terms or modifications set forth in **Exhibit "H"**. (Optional)
- ✓ If Checked, the Provider, has signed **Exhibit "E"** to the Standard Clauses, otherwise known as General Offer of Privacy Terms

3. In the event of a conflict between the SDPC Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including, but not limited to the Service Agreement and Provider Terms of Service or Privacy Policy the terms of this DPA shall control.
4. This DPA shall stay in effect for three (3) years. **Exhibit "E"** will expire three (3) years from the date the original DPA was signed.
5. The services to be provided by Provider to LEA pursuant to this DPA are detailed in **Exhibit "A"** (the "**Services**").
6. **Notices.** All notices or other communication required or permitted to be given hereunder may be given via e-mail transmission, or first-class mail, sent to the designated representatives below.

The designated representative for the LEA for this DPA is:

Name: Kathy Androski
Title: Director of Educational Technology
Address: 3741 W. Educational Path, Lecanto, FL 34461
Phone: (32) 746-3437 x2236
Email: AndroskiK@citrussschools.org

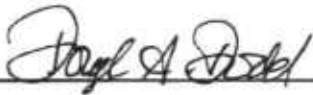
The designated representative for the Provider for this DPA is:

Name: Curriculum Associates, LLC
Title: Associate General Counsel
Address: 153 Rangeway Road, North Billerica, MA 01862

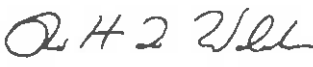
Phone: (800) 225-0248
Email: legal@cainc.com

IN WITNESS WHEREOF, LEA and Provider execute this DPA as of the Effective Date.

LEA: The School Board of Citrus County, Florida.

Signature: 
Printed Name: Douglas A. Dodd
Title: Chairperson
Date: 6/13/23

Provider: Curriculum Associates, LLC

Signature: 
Printed Name: Robert Waldron
Title: Chief Executive Officer
Date: May 31, 2023

STANDARD CLAUSES

Version 1.0

Article I. ARTICLE I: PURPOSE AND SCOPE

1. **Purpose of DPA**. The purpose of this DPA is to describe the duties and responsibilities to protect Student Data including compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Provider shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the LEA. Provider shall be under the direct control and supervision of the LEA, with respect to its use of Student Data
2. **Student Data to Be Provided**. In order to perform the Services described above, LEA shall provide Student Data as identified in the Schedule of Data, attached hereto as **Exhibit "B"**.
3. **DPA Definitions**. The definition of terms used in this DPA is found in **Exhibit "C"**. In the event of a conflict, definitions used in this DPA shall prevail over terms used in any other writing, including, but not limited to the Service Agreement, Terms of Service, Privacy Policies etc.

Article II. ARTICLE II: DATA OWNERSHIP AND AUTHORIZED ACCESS

1. **Student Data Property of LEA**. All Student Data transmitted to the Provider pursuant to the Service Agreement is and will continue to be the property of and under the control of the LEA. The Provider further acknowledges and agrees that all copies of such Student Data transmitted to the Provider, including any modifications or additions or any portion thereof from any source, are subject to the provisions of this DPA in the same manner as the original Student Data. The Parties agree that as between them, all rights, including all intellectual property rights in and to Student Data contemplated per the Service Agreement, shall remain the exclusive property of the LEA. For the purposes of FERPA, the Provider shall be considered a School Official, under the control and direction of the LEA as it pertains to the use of Student Data, notwithstanding the above.
2. **Parent Access**. To the extent required by law the LEA shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review Education Records and/or Student Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Provider shall respond in a reasonably timely manner (and no later than forty-five (45) days from the date

of the request or pursuant to the time frame required under state law for an LEA to respond to a parent or student, whichever is sooner) to the LEA's request for Student Data in a student's records held by the Provider to view or correct as necessary. In the event that a parent of a student or other individual contacts the Provider to review any of the Student Data accessed pursuant to the Services, the Provider shall refer the parent or individual to the LEA, who will follow the necessary and proper procedures regarding the requested information.

3. **Separate Account**. If Student-Generated Content is stored or maintained by the Provider, Provider shall, at the request of the LEA, transfer, or provide a mechanism for the LEA to transfer, said Student-Generated Content to a separate account created by the student.
4. **Law Enforcement Requests**. Should law enforcement or other government entities ("Requesting Party(ies)") contact Provider with a request for Student Data held by the Provider pursuant to the Services, the Provider shall notify the LEA in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the LEA of the request.
5. **Subprocessors**. Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner no less stringent than the terms of this DPA.

Article III. ARTICLE III: DUTIES OF LEA

1. **Provide Data in Compliance with Applicable Laws**. LEA shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.
2. **Annual Notification of Rights**. If the LEA has a policy of disclosing Education Records and/or Student Data under FERPA (34 CFR § 99.31(a)(1)), LEA shall include a specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest in its annual notification of rights.
3. **Reasonable Precautions**. LEA shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the services and hosted Student Data.

4. **Unauthorized Access Notification.** LEA shall notify Provider promptly of any known unauthorized access. LEA will assist Provider in any efforts by Provider to investigate and respond to any unauthorized access.

Article IV. ARTICLE IV: DUTIES OF PROVIDER

1. **Privacy Compliance.** The Provider shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to Student Data privacy and security, all as may be amended from time to time.
2. **Authorized Use.** The Student Data shared pursuant to the Service Agreement, including persistent unique identifiers, shall be used for no purpose other than the Services outlined in **Exhibit "A"** or stated in the Service Agreement and/or otherwise authorized under the statutes referred to herein this DPA.
3. **Provider Employee Obligation.** Provider shall require all of Provider's employees and agents who have access to Student Data to comply with all applicable provisions of this DPA with respect to the Student Data shared under the Service Agreement. Provider agrees to require and maintain an appropriate confidentiality Agreement from each employee or agent with access to Student Data pursuant to the Service Agreement.
4. **No Disclosure.** Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to aggregate summaries of De-Identified information, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.
 - (a) **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-identified Student Data to any party unless (a) that party agrees in writing not to attempt re-identification, and (b) prior written

notice has been given to the LEA who has provided prior written consent for such transfer. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

5. **Disposition of Data**. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data after providing the LEA with reasonable prior notice. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3. The LEA may employ a **"Directive for Disposition of Data"** form, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.
6. **Advertising Limitations**. Provider is prohibited from using, disclosing, or selling Student Data to (a) inform, influence, or enable Targeted Advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Service to LEA. This section does not prohibit Provider from using Student Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or LEA employees; or (iii) to notify account holders about new education product updates, features, or services or from otherwise using Student Data as permitted in this DPA and its accompanying exhibits.

Article V. ARTICLE V: DATA PROVISIONS

1. **Data Storage**. Where required by applicable law, Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored.
2. **Audits**. No more than once a year, or following unauthorized access, upon receipt of a written request from the LEA with at least ten (10) business days' notice and upon the execution of an appropriate confidentiality Agreement, the Provider will allow the LEA to audit the security and privacy measures that are in place to ensure protection of Student Data or any portion thereof as it pertains to the delivery of services to the LEA. The Provider will cooperate reasonably with the LEA and any local, state, or federal agency with oversight authority or jurisdiction in connection with any audit or investigation of the Provider and/or

delivery of Services to students and/or LEA, and shall provide reasonable access to the Provider's facilities, staff, agents and LEA's Student Data and all records pertaining to the Provider, LEA and delivery of Services to the LEA. Failure to reasonably cooperate shall be deemed a material breach of the DPA.

3. **Data Security.** The Provider agrees to utilize administrative, physical, and technical safeguards designed to protect Student Data from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Provider shall adhere to any applicable law relating to data security. The provider shall implement an adequate Cybersecurity Framework based on one of the nationally recognized standards set forth in **Exhibit "F"**. Exclusions, variations, or exemptions to the identified Cybersecurity Framework must be detailed in an attachment to **Exhibit "H"**. Additionally, Provider may choose to further detail its security programs and measures that augment or are in addition to the Cybersecurity Framework in **Exhibit "F"**. Provider shall provide, in the Standard Schedule to the DPA, contact information of an employee who LEA may contact if there are any data security concerns or questions.
4. **Data Breach.** In the event of an unauthorized release, disclosure or acquisition of Student Data that compromises the security, confidentiality or integrity of the Student Data maintained by the Provider the Provider shall provide notification to LEA within seventy-two (72) hours of confirmation of the incident, unless notification within this time limit would disrupt investigation of the incident by law enforcement. In such an event, notification shall be made within a reasonable time after the incident. Provider shall follow the following process:
 - (1) The security breach notification described above shall include, at a minimum, the following information to the extent known by the Provider and as it becomes available:
 - i. The name and contact information of the reporting LEA subject to this section.
 - ii. A list of the types of personal information that were or are reasonably believed to have been the subject of a breach.
 - iii. If the information is possible to determine at the time the notice is provided, then either (1) the date of the breach, (2) the estimated date of the breach, or (3) the date range within which the breach occurred. The notification shall also include the date of the notice. Whether the notification was delayed as a result of a law enforcement investigation, if that information is possible to determine at the time the notice is provided; and
 - iv. A general description of the breach incident, if that information is possible to determine at the time the notice is provided.

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- (2) Provider agrees to adhere to all federal and state requirements with respect to a data breach related to the Student Data, including, when appropriate or required, the required responsibilities and procedures for notification and mitigation of any such data breach.
 - (3) Provider further acknowledges and agrees to have a written incident response plan that reflects best practices and is consistent with industry standards and federal and state law for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Student Data or any portion thereof, including personally identifiable information and agrees to provide LEA, upon request, with a summary of said written incident response plan.
 - (4) LEA shall provide notice and facts surrounding the breach to the affected students, parents or guardians.
 - (5) In the event of a breach originating from LEA's use of the Service, Provider shall cooperate with LEA to the extent necessary to expeditiously secure Student Data.

Article VI. ARTICLE VI: GENERAL OFFER OF TERMS

Provider may, by signing the attached form of "General Offer of Privacy Terms" (General Offer, attached hereto as **Exhibit "E"**), be bound by the terms of **Exhibit "E"** to any other LEA who signs the acceptance on said Exhibit. The form is limited by the terms and conditions described therein.

Article VII. MISCELLANEOUS

1. **Termination.** In the event that either Party seeks to terminate this DPA, they may do so by mutual written consent so long as the Service Agreement has lapsed or has been terminated. Either party may terminate this DPA and any service Agreement or contract if the other party breaches any terms of this DPA.
2. **Effect of Termination Survival.** If the Service Agreement is terminated, the Provider shall destroy all of LEA's Student Data pursuant to Article IV, section 6.
3. **Priority of Agreements.** This DPA shall govern the treatment of Student Data in order to comply with the privacy protections, including those found in FERPA and all applicable privacy statutes identified in this DPA. In the event there is conflict between the terms of the DPA and the Service Agreement, Terms of Service, Privacy Policies, or with any other bid/RFP, license Agreement, or writing, the terms of this DPA shall apply and take precedence. In the event of a conflict between **Exhibit "H"**, the SDPC Standard Clauses, and/or the

Supplemental State Terms, **Exhibit "H"** will control, followed by the Supplemental State Terms. Except as described in this paragraph herein, all other provisions of the Service Agreement shall remain in effect.

4. **Entire Agreement**. This DPA and the Service Agreement constitute the entire Agreement of the Parties relating to the subject matter hereof and supersedes all prior communications, representations, or Agreements, oral or written, by the Parties relating thereto. This DPA may be amended and the observance of any provision of this DPA may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the signed written consent of both Parties. Neither failure nor delay on the part of any Party in exercising any right, power, or privilege hereunder shall operate as a waiver of such right, nor shall any single or partial exercise of any such right, power, or privilege preclude any further exercise thereof or the exercise of any other right, power, or privilege.
5. **Severability**. Any provision of this DPA that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this DPA, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be prohibited or unenforceable in such jurisdiction while, at the same time, maintaining the intent of the Parties, it shall, as to such jurisdiction, be so narrowly drawn without invalidating the remaining provisions of this DPA or affecting the validity or enforceability of such provision in any other jurisdiction.
6. **Governing Law; Venue and Jurisdiction**. THIS DPA WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE LEA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE LEA FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS DPA OR THE TRANSACTIONS CONTEMPLATED HEREBY.
7. **Successors Bound**: This DPA is and shall be binding upon the respective successors in interest to Provider in the event of a merger, acquisition, consolidation or other business reorganization or sale of all or substantially all of the assets of such business. In the event that the Provider sells, merges, or otherwise disposes of its business to a successor during the term of this DPA, the Provider shall provide written notice to the LEA no later than sixty (60) days after the closing date of sale, merger, or disposal. Such notice shall include a written, signed assurance that the successor will assume the obligations of the

DPA and any obligations with respect to Student Data within the Service Agreement. The LEA has the authority to terminate the DPA if it disapproves of the successor to whom the Provider is selling, merging, or otherwise disposing of its business.

8. **Authority.** Each party represents that it is authorized to bind to the terms of this DPA, including confidentiality and destruction of Student Data and any portion thereof contained therein, all related or associated institutions, individuals, employees or Contractors who may have access to the Student Data and/or any portion thereof.
9. **Waiver.** No delay or omission by either party to exercise any right hereunder shall be construed as a waiver of any such right and both Parties reserve the right to exercise any such right from time to time, as often as may be deemed expedient.

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EXHIBIT "A"

DESCRIPTION OF SERVICES

Provider has granted the LEA limited, revocable, non-transferable licenses to access and use its online educational software, i-Ready® Assessment & Personalized Instruction for Math and/or Reading and related digital products. Provider shall also provide Professional Development services for i-Ready® Assessment & Personalized Instruction for Math and/or Reading as may be requested by LEA and set forth in one or more price quotes.

EXHIBIT "B"

SCHEDULE OF DATA

Category of Data	Elements	Check If Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	X
	Other application technology meta data-Please specify:	
Application Use Statistics	Meta data on user interaction with application	X
Assessment	Standardized test scores	
	Observation data	
	Other assessment data-Please specify:	
Attendance	Student school (daily) attendance data	
	Student class attendance data	
Communications	Online communications captured (emails, blog entries)	
Conduct	Conduct or behavioral data	
Demographics	Date of Birth	X
	Place of Birth	
	Gender	X
	Ethnicity or race	X
	Language information (native, or primary language spoken by student)	X

Category of Data	Elements	Check if Used by Your System
	Other demographic information-Please specify: migrant status	X
Enrollment	Student school enrollment	X
	Student grade level	X
	Homeroom	
	Guidance counselor	
	Specific curriculum programs	
	Year of graduation	
	Other enrollment information-Please specify:	
Parent/Guardian Contact Information	Address	
	Email	
	Phone	
Parent/Guardian ID	Parent ID number (created to link parents to students)	
Parent/Guardian Name	First and/or Last	
Schedule	Student scheduled courses	
	Teacher names	
Special Indicator	English language learner information	X
	Low income status	X
	Medical alerts/ health data	

Category of Data	Elements	Check if Used by Your System
	Student disability information	
	Specialized education services (IEP or 504)	X
	Living situations (homeless/foster care)	
	Other indicator information-Please specify:	
Student Contact Information	Address	
	Email	
	Phone	
Student Identifiers	Local (School district) ID number	X
	State ID number	X
	Provider/App assigned student ID number	X
	Student app username	X
	Student app passwords	X
Student Name	First and/or Last	X
Student In App Performance	Program/application performance (typing program-student types 60 wpm, reading program-student reads below grade level)	X
Student Program Membership	Academic or extracurricular activities a student may belong to or participate in	
Student Survey Responses	Student responses to surveys or questionnaires	
Student work	Student generated content; writing, pictures, etc.	

Category of Data	Elements	Check if Used by Your System
	Other student work data -Please specify:	
Transcript	Student course grades	
	Student course data	
	Student course grades/ performance scores	
	Other transcript data - Please specify:	
Transportation	Student bus assignment	
	Student pick up and/or drop off location	
	Student bus card ID number	
	Other data – Please specify:	
Other	Please list each additional data element used, stored, or collected by your application:	
None	No Student Data collected at this time. Provider will immediately notify LEA if this designation is no longer applicable.	

EXHIBIT “C”

DEFINITIONS

De-Identified Data and De-Identification: Records and information are considered to be De-Identified when all personally identifiable information has been removed or obscured, such that the remaining information does not reasonably identify a specific individual, including, but not limited to, any information that, alone or in combination is linkable to a specific student and provided that the educational agency, or other party, has made a reasonable determination that a student’s identity is not personally identifiable, taking into account reasonable available information.

Educational Records: Educational Records are records, files, documents, and other materials directly related to a student and maintained by the school or local education agency, or by a person acting for such school or local education agency, including but not limited to, records encompassing all the material kept in the student’s cumulative folder, such as general identifying data, records of attendance and of academic work completed, records of achievement, and results of evaluative tests, health data, disciplinary status, test protocols and individualized education programs.

Metadata: means information that provides meaning and context to other data being collected; including, but not limited to: date and time records and purpose of creation Metadata that have been stripped of all direct and indirect identifiers are not considered Personally Identifiable Information.

Operator: means the operator of an internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used for K–12 school purposes. Any entity that operates an internet website, online service, online application, or mobile application that has entered into a signed, written Agreement with an LEA to provide a service to that LEA shall be considered an “operator” for the purposes of this section.

Originating LEA: An LEA who originally executes the DPA in its entirety with the Provider.

Provider: For purposes of the DPA, the term “Provider” means provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Student Data. Within the DPA the term “Provider” includes the term “Third Party” and the term “Operator” as used in applicable state statutes.

Student Generated Content: The term “Student-Generated Content” means materials or content created by a student in the services including, but not limited to, essays, research reports, portfolios, creative writing, music or other audio files, photographs, videos, and account information that enables ongoing ownership of student content.

School Official: For the purposes of this DPA and pursuant to 34 CFR § 99.31(b), a School Official is a Contractor that: (1) Performs an institutional service or function for which the agency or institution would otherwise use employees; (2) Is under the direct control of the agency or institution with respect to the use and maintenance of Student Data including Education Records; and (3) Is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of Personally Identifiable Information from Education Records.

Service Agreement: Refers to the Contract, Purchase Order or Terms of Service or Terms of Use.

Student Data: Student Data includes any data, whether gathered by Provider or provided by LEA or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, videos, test results, special education data, juvenile dependency records, grades, evaluations, criminal records, medical records, health records, social security numbers, biometric information, disabilities, socioeconomic information, individual purchasing behavior or preferences, food purchases, political affiliations, religious information, text messages, documents, student identifiers, search activity, photos, voice recordings, geolocation information, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute Education Records for the purposes of this DPA, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in **Exhibit "B"** is confirmed to be collected or processed by the Provider pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-Identified, or anonymous usage data regarding a student's use of Provider's services.

Subprocessor: For the purposes of this DPA, the term "Subprocessor" (sometimes referred to as the "Subcontractor") means a party other than LEA or Provider, who Provider uses for data collection, analytics, storage, or other service to operate and/or improve its service, and who has access to Student Data.

Subscribing LEA: An LEA that was not party to the original Service Agreement and who accepts the Provider's General Offer of Privacy Terms.

Targeted Advertising: means presenting an advertisement to a student where the selection of the advertisement is based on Student Data or inferred over time from the usage of the operator's Internet web site, online service or mobile application by such

student or the retention of such student's online activities or requests over time for the purpose of targeting subsequent advertisements. "Targeted Advertising" does not include any advertising to a student on an Internet web site based on the content of the web page or in response to a student's response or request for information or feedback.

Third Party: The term "Third Party" means a provider of digital educational software or services, including cloud-based services, for the digital storage, management, and retrieval of Education Records and/or Student Data, as that term is used in some state statutes. However, for the purpose of this DPA, the term "Third Party" when used to indicate the provider of digital educational software or services is replaced by the term "Provider."

EXHIBIT "D"

DIRECTIVE FOR DISPOSITION OF DATA

The School Board of Citrus County Provider to dispose of data obtained by Provider pursuant to the terms of the Service Agreement between LEA and Provider. The terms of the Disposition are set forth below:

1. Extent of Disposition

_____ Disposition is partial. The categories of data to be disposed of are set forth below or are found in an attachment to this Directive:

[Insert categories of data here]

_____ Disposition is Complete. Disposition extends to all categories of data.

2. Nature of Disposition

_____ Disposition shall be by destruction or deletion of data.

_____ Disposition shall be by a transfer of data. The data shall be transferred to the following site as follows:

[Insert or attach special instructions]

3. Schedule of Disposition

Data shall be disposed of by the following date:

_____ As soon as commercially practicable.

_____ By [Insert Date]

4. Signature

Authorized Representative of LEA

Date

5. Verification of Disposition of Data

Authorized Representative of Provider

Date

1. Subscribing LEA

A Subscribing LEA, by signing a separate Service Agreement with Provider, and by its signature below, accepts the General Offer of Privacy Terms. The Subscribing LEA and the Provider shall therefore be bound by the same terms of this DPA for the term of the DPA between the School Board of Citrus County, Florida and the Provider. **PRIOR TO ITS EFFECTIVENESS, SUBSCRIBING LEA MUST DELIVER NOTICE OF ACCEPTANCE TO PROVIDER PURSUANT TO ARTICLE VII, SECTION 5. **

[Insert Name of Subscribing LEA]

BY:

Date:

Printed Name:

Title/Position:

EXHIBIT "F"

DATA SECURITY REQUIREMENTS

Adequate Cybersecurity

Frameworks 2/24/2020

The Education Security and Privacy Exchange ("Edspex") works in partnership with the Student Data Privacy Consortium and industry leaders to maintain a list of known and credible cybersecurity frameworks which can protect digital learning ecosystems chosen based on a set of guiding cybersecurity principles* ("Cybersecurity Frameworks") that may be utilized by Provider.

Cybersecurity Frameworks

	MAINTAINING ORGANIZATION/GROUP	FRAMEWORK(S)
X	National Institute of Standards and Technology (NIST)	NIST Cybersecurity Framework Version 1.1
X	National Institute of Standards and Technology (NIST)	NIST SP 800-53, Cybersecurity Framework for Improving Critical Infrastructure Cybersecurity (CSF), Special Publication 800-171
X	International Standards Organization (ISO)	Information technology — Security techniques — Information security management systems (ISO 27000 series)
	Secure Controls Framework Council, LLC	Security Controls Framework (SCF)
	Center for Internet Security (CIS)	CIS Critical Security Controls (CSC, CIS Top 20)
	Office of the Under Secretary of Defense for Acquisition and Sustainment (OUSD(A&S))	Cybersecurity Maturity Model Certification (CMMC, ~FAR/DFAR)

Please visit <http://www.edspex.org> for further details about the noted frameworks.

*Cybersecurity Principles used to choose the Cybersecurity Frameworks are located here

EXHIBIT "G"

Supplemental SDPC State Terms for [State]

Version _____

[The State Supplement is an ***optional*** set of terms that will be generated on an as-needed basis in collaboration between the national SDPC legal working group and the State Consortia. The scope of these State Supplements will be to address any state specific data privacy statutes and their requirements to the extent that they require terms in addition to or different from the National Standard Clauses. The State Supplements will be written in a manner such that they will not be edited/updated by individual Parties and will be posted on the SDPC website to provide the authoritative version of the terms. Any changes by LEAs or Providers will be made in amendment form in an Exhibit (**Exhibit "H"** in this proposed structure).]

EXHIBIT "H"

Additional Terms or Modifications

THIS EXHIBIT "H" effective simultaneously with attached Student Data Privacy Agreement ("DPA") between The School Board of Citrus County, Florida, (the "Local Education Agency" or "LEA") and Curriculum Associates, LLC, (the "Provider") is incorporated in the attached DPA and amends the DPA (and all supplemental terms and conditions and policies applicable to the DPA) as follows:

1. The second WHEREAS CLAUSE is amended to add "the Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. 1232h (34 CFR Part 98)" after "15 U.S.C. § 6501-6506 (16 CFR Part 312)".
2. Paragraph 3 on the page 2 of the DPA is deleted in its entirety and replaced with the following: In the event of a conflict between the DPA Standard Clauses, the State or Special Provisions will control. In the event there is conflict between the terms of the DPA and any other writing, including Provider Terms of Service or Privacy Policy, the terms of Technology Master Service Agreement, and then this DPA shall control.
3. The last sentence of Article II, Paragraph 1 is amended as follows: Provider agrees that for purposes of this Agreement, it will be designated a "School Official," under the control and direction of the LEA as it pertains to the use of Student Data, with "legitimate educational interests" as those terms have been interpreted and defined under FERPA. If applicable, Provider may transfer student-generated content to a separate account, according to the procedures set forth below. Provider agrees to abide by FERPA and Fla. Stat. 1002.22 while performing its service for the LEA.
4. Article I, Paragraph 2 is amended to add the following: Indemnification. Provider shall indemnify, hold harmless, and defend the LEA and all of LEA's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Provider, third-Parties, or subprocessor(s) related to Attachment A, Exhibit B (Schedule of Data), including but not limited to, failure to notify the SB of any additional students' PII collected and not updated by Provider in Exhibit B.

5. Article II, Paragraph 5 is deleted in its entirety and replaced with the following: Provider shall enter into written Agreements with all Subprocessors performing functions for the Provider in order for the Provider to provide the Services pursuant to the Service Agreement, whereby the Subprocessors agree to protect Student Data in a manner consistent with the terms of this DPA. Provider agrees to share the Subprocessors names and Agreements with LEA upon LEA's request. For purposes of this DPA, Subprocessors shall not include Provider's cloud hosting provider and other vendors used in the ordinary course of business who perform technology and software development and maintenance services on Provider's internal systems under Provider's supervision and do not have access to LEA Data.
6. Article III, Paragraph 1 is amended to add the following sentence: LEA will allow Provider access to Student Data necessary to perform the Services and pursuant to the terms of this DPA and in compliance with FERPA, COPPA, PPRA, and all other privacy statutes cited in this DPA.
7. Article IV, Paragraph 2 is amended to add the following sentence: Provider also acknowledges and agrees that it shall not make any re-disclosure of any Student Data, user content or other non-public information and/or personally identifiable information contained in the Student Data, without the express written consent of the LEA
8. Article IV, Paragraph 4 is amended to read as follows:

No Disclosure. Provider acknowledges and agrees that it shall not make any re-disclosure of any Student Data or any portion thereof, including without limitation, user content or other non- public information and/or personally identifiable information contained in the Student Data other than as directed or permitted by the LEA or this DPA. This prohibition against disclosure shall not apply to De-Identified Data, Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of the Provider pursuant to this DPA. Provider will not Sell Student Data to any third party.

- (a) **De-Identified Data:** Provider agrees not to attempt to re-identify De-Identified Student Data. De- Identified Data may be used by the Provider for those purposes allowed under FERPA and the following purposes: (1) assisting the LEA or other governmental agencies in conducting research and other studies; and (2) research and development of the Provider's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Provider's use of De-Identified Data shall survive termination of this DPA or any request by LEA to return or destroy Student Data. Except for Subprocessors, Provider agrees not to transfer de-

identified Student Data to any party unless that party agrees in writing not to attempt re-identification. Prior to publishing any document that names the LEA explicitly or indirectly, the Provider shall obtain the LEA's written approval of the manner in which De-Identified Data is presented.

9. Article IV, Paragraph 5 is deleted in its entirety and replaced with the following:

Disposition of Data. Upon written request from the LEA, Provider shall dispose of or provide a mechanism for the LEA to transfer Student Data obtained under the Service Agreement, within sixty (60) days of the date of said request and according to a schedule and procedure as the Parties may reasonably agree. Upon termination of this DPA, if no written request from the LEA is received, Provider shall dispose of all Student Data in accordance with its data retention and destruction policies, consistent with industry standards. The duty to dispose of Student Data shall not extend to Student Data that had been De-Identified or placed in a separate student account pursuant to section II 3 or data which may have been created and archived for disaster recovery purposes, which backup data shall be destroyed pursuant to Provider's data retention and destruction policies, consistent with industry standards. The LEA may employ a "**Directive for Disposition of Data**" form to Provider, a copy of which is attached hereto as **Exhibit "D"**. If the LEA and Provider employ **Exhibit "D"**, no further written request or notice is required on the part of either party prior to the disposition of Student Data described in **Exhibit "D"**.

10. Article IV, Paragraph 6 is deleted in its entirety and replaced with the following: Provider is prohibited from using or selling Student Data to (a) market or advertise to students or families/guardians; (b) inform, influence, or enable marketing, targeted advertising, or other commercial efforts by Provider; (c) develop a profile of a student, family member/guardian or group, for any commercial purpose other than providing the Service to LEA; or (d) use the Student Data for the development of commercial products or services, other than as necessary to provide the Service to LEA. This section does not prohibit Provider from generating legitimate personalized learning recommendations.

11. Article V, Paragraph 1 is deleted in its entirety and replaced with the following: Student Data shall be stored within the United States. Upon request of the LEA, Provider will provide a list of the locations where Student Data is stored. Provider shall not, without the express prior written consent of District: Transmit Student Data or PII to any Subprocessors located outside of the United States; distribute, repurpose or share Student Data or PII with any Partner Systems not used for providing services to the LEA; use PII or any portion thereof to inform, influence or guide marketing or advertising efforts, or to develop a profile of a student or group of students for any

commercial purpose [or for any other purposes]; use PII or any portion thereof to develop commercial products or services; use any PII for any other purpose other than in connection with the services provided to the LEA; and engage in targeted advertising, based on the Student Data collected from the LEA.

12. Article VII, is hereby amended to add Paragraph 10 as follows:

Assignment. None of the Parties to this DPA may assign their rights, duties, or obligations under this DPA, either in whole or in part, without the prior written consent of the other party to this DPA, except that Provider may assign this DPA in connection with the sale or transfer of all or substantially all outstanding assets or equity of Provider; provided, however, any assignee would be subject to the requirements of any privacy protections we have in place, and subject to the same terms and conditions set forth herein.

13. Article VII, is hereby amended to add Paragraph 11 as follows: **Click through.** Any "click through" terms and conditions or terms of use are superseded by the Technology Master Service Agreement and this DPA, and acceptance of the terms and conditions or terms of use through the "click through" do not indicate acceptance by the LEA.

14. Article VII, is hereby amended to add Paragraph 12 as follows: **Security Controls.** Security Controls. Provider represents and warrants that any software licensed hereunder shall not contain any virus, worm, Trojan Horse, tracking software or be capable of identifying non-approved users or tracking any approved user, or any undocumented software locks or drop dead devices that would render inaccessible or impair in any way the operation of the software or any other hardware, software or data for which the software is designed to work with.

15. Article VII, is hereby amended to add Paragraph 13 as follows: **Authority to Execute Agreement.** Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement.

[SIGNATURE PAGE FOLLOWS]

THE PARTIES REPRESENT THAT THEY HAVE THOROUGHLY DISCUSSED ALL ASPECTS OF THE DPA, AS MODIFIED BY THIS EXHIBIT H, WITH THEIR RESPECTIVE ATTORNEY(S), THAT THEY FULLY UNDERSTAND ALL OF ITS PROVISIONS, AND THAT THEY ARE VOLUNTARILY AGREEING TO THE ADDITIONAL TERMS OR MODIFICATIONS SET FORTH HEREIN WITH THE FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE AND WITH THE INTENT TO BE LEGALLY BOUND BY ITS TERMS.

Local Education Agency:

Provider: Curriculum Associates, LLC



Douglas A. Dodd, Chairperson



By: Robert Waldron

Date: 6/13/23

Title: Chief Executive Officer

Date: May 31, 2023

Curriculum Associates

Last updated February 22, 2023

i-Ready Connect™, i-Ready Classroom™, and Teacher Toolbox Digital Products Terms and Conditions of Use

These Terms and Conditions of Use (the "TOU") apply to the digital product offerings of Curriculum Associates, LLC ("CA") including i-Ready™ Assessment, i-Ready Learning™, i-Ready Learning Games, i-Ready reports and reporting tools, Success Central, and the e-book versions and digital components of i-Ready Classroom Mathematics. These terms also apply to CA's teacher toolbox offerings, including Magnetic Reading Teacher Digital Access (collectively "Teacher Toolbox"). These offerings are referred to in these terms of use as the "Digital Products." These terms apply to all of the Digital Products except where CA has noted otherwise. By using your login to access the system, you agree, on behalf of your organization, to abide by these TOU. All references to "You" or "you" in these TOU refer to your organization, which has licensed access to i-Ready Connect™, i-Ready Classroom Mathematics, and/or Teacher Toolbox from CA. All authorized users within your organization are expected to comply with these TOU. For additional terms of use that specifically apply to your use of i-Ready Classroom Mathematics, please see the Special Terms for i-Ready Classroom Mathematics sections below. For additional terms of use that specifically apply to your use of Teacher Toolbox, please see the "Special Terms for Teacher Toolbox" section below. For additional terms of use that specifically apply to your use of the Digital Resource Library please visit the *Digital Resource Library Terms and Conditions of Use* which can be found at https://cdn.i-ready.com/instruction/content/system-check/DigitalResourceLibrary_Terms_of_Use.pdf.

Copyright and Proprietary Rights

The Digital Products and the content contained therein are the sole property of CA and its licensors and those materials are protected by United States and international copyright laws. All copyright, trademark, and other proprietary rights in the Digital Products and in the software, text, graphics, design elements, audio, music, and all other materials contained in the Digital Products are reserved by CA and its licensors. You may not use the Digital Products in any manner that infringes the proprietary rights of any person or entity.

Use by Federal Government

The Digital Products constitute Commercial Off the Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.

Data Collection, Ownership, and Security

In connection with your use of the Digital Products, you will be asked to provide CA with data about your students. You represent and warrant that you have the right to provide CA with all of the data you input into the Digital Products. As your students use the Digital Products, data will be generated about your students' usage, performance, and progress. Both the information you input and the data generated by your students' usage will be referred to in these TOU as "Customer Data." You shall own all right, title, and interest in and to the Customer Data. However, you hereby grant CA a worldwide, royalty-free license to use the Customer Data during the term of your agreement with CA to host and make access to the Digital Products available to you. You also grant CA a worldwide, royalty-free, perpetual license to use the Customer Data in de-identified format only for product development, research, and other purposes. Furthermore, CA agrees not to attempt to re-identify de-identified Customer Data and not to transfer de-identified Customer Data to any third party unless such party agrees not to attempt re-identification.

CA takes the protection of Customer Data, particularly personally identifiable Customer Data, very seriously. CA will not reveal student names, identifiers, or individual assessment results to any third parties. CA will not use any Customer Data to advertise or market to students or parents. For a full description of CA's data handling policies and procedures, please review Curriculum Associates' Data Handling Policy and Privacy Statement by clicking here: <https://www.curriculumassociates.com/support/privacy-and-policies/i-ready-data-handling-privacy>.

Access to the Digital Products

The Digital Products are intended to be accessed only by authorized users affiliated with your organization. Your authorized users will need valid usernames and passwords to access the Digital Products. Unless there is a third party data sharing agreement in place that has been approved by CA, you may not give administrator login credentials to anyone outside of your organization, although you may provide login information to a purchasing entity affiliated with your organization. You are responsible for the integrity and security of your usernames and passwords. Please advise CA immediately if any of your usernames and/or passwords have been compromised.

CA will use commercially reasonable efforts to make the Digital Products available to you 24 hours a day, except for: (a) planned downtime, of which CA will give you reasonable notice where possible, and which CA shall use reasonable efforts to schedule during the hours from 5:00 p.m. Eastern time to 7:00 a.m. Eastern time; or (b) any unavailability caused by circumstances beyond CA's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays.

Limitations on Use

You shall not, nor permit any of your authorized users to: (a) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or algorithms underlying the Digital Products; (b) modify, copy, translate, or create derivative works based on the Digital Products or any of the content contained therein; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to the Digital Products; (d) use the Digital Products for timesharing or services bureau purposes or otherwise for the benefit of a third party other than students or staff within your organization; (e) use any features or functionalities of the Digital Products with external applications, scripts, or code that may interfere with the operation of any Digital Products or pose a security risk, or (f) remove any proprietary notices from the Digital Products.

Except as described below, you may not reproduce, upload, post, transmit, download, or distribute any part of the Digital Products or information accessed at other sites through links made from i-Ready, i-Ready Classroom Mathematics, or Teacher Toolbox, other than printing out or downloading portions of the text and images of student-facing portions of i-Ready Personalized Instruction, i-Ready Classroom Mathematics, or Teacher Toolbox for use in connection with the work of your organization. For the avoidance of doubt, you may not reproduce, upload, post, transmit, download, or distribute any part of i-Ready Assessment. If you leave i-Ready Connect™ via a link to a third-party site, CA is in no way responsible for that third-party site, and your use of that third-party site will be governed by that site's terms of use, not these TOU.

You must use the Digital Products in compliance with all applicable laws, rules, and regulations, including, without limitation, laws and regulations that govern the export of technical data outside of the United States.

Limitation of Warranties and Liability; Indemnity

EXCEPT AS SET FORTH IN THESE TOU, CA MAKES NO WARRANTIES WITH RESPECT TO THE DIGITAL PRODUCTS. CA DOES NOT WARRANT THAT THE DIGITAL PRODUCTS WILL MEET ALL YOUR REQUIREMENTS, WILL BE ACCURATE, OR WILL BE ENTIRELY UNINTERRUPTED OR ERROR FREE. CA EXPRESSLY EXCLUDES AND DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CA SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS OF ANY KIND ARISING OUT OF OR RELATED TO YOUR USE OF THE DIGITAL PRODUCTS, INCLUDING WITHOUT LIMITATION, DATA LOSS OR CORRUPTION, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE.

IN NO EVENT SHALL CA OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS, OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES OF ANY KIND, WHETHER SUCH LIABILITY IS BASED IN TORT, CONTRACT, OR OTHERWISE. IN NO EVENT SHALL THE LIABILITY OF CA TO YOU EXCEED THE TOTAL AMOUNT OF LICENSE FEES PAID BY YOU TO CA FOR ACCESS TO THE DIGITAL PRODUCTS.

To the extent permitted by law, you shall indemnify, defend, and hold harmless CA and its licensors against any claim brought against CA and/or its licensors by a third party that arises from your use of the Digital Products, except to the extent that you are prohibited by law from providing such an indemnification, and provided that CA: (a) promptly gives you written

notice of the claim; (b) gives you sole control of the defense and settlement of the claim; and (c) provides you with reasonable assistance, at your expense, with respect to the defense of such claim.

Choice of Law and Jurisdiction

These TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of the Digital Products or these TOU.

Special Terms for i-Ready Classroom Mathematics: Editable Materials

For users of i-Ready Classroom Mathematics, we provide editable versions of select resources ("RCM Editable Materials") through i-Ready Classroom Mathematics Teacher Toolbox. For these RCM Editable Materials, the TOU described above still apply, except that printing, copying, and editing the RCM Editable Materials is permitted. However, you must not remove any copyright notices from the RCM Editable Materials. Curriculum Associates makes no guarantee that the RCM Editable Materials will be of the same high quality or will accurately convey the mathematics concepts found in i-Ready Classroom Mathematics once they have been edited.

Special Terms for i-Ready Classroom Mathematics: Thin Common Cartridge® Customers

For users of i-Ready Classroom Mathematics, we make select content from that program available for your licensed teachers and students as Thin Common Cartridge® ("Thin CC") for use in compliant Learning Management Systems ("LMS"). For this Thin CC content, all of the above-listed TOU apply, except that uploading/distributing the Thin CC files required to enable Thin CC content in your LMS is permitted.

Common Cartridge® is a registered trademark of the IMS Global Learning Consortium, Inc. (www.imsglobal.org).

Special Terms for Teacher Toolbox

These usage terms for Teacher Toolbox are designed to ensure that your students get the most out of the resources inside your Teacher Toolbox while preserving the rigor and integrity of the materials for your students and others. Because the teacher materials inside Teacher Toolbox include assessments and answers to assignments, we kindly ask that you do not post or share teacher-facing materials from the Teacher Toolbox. Posting answer keys and teacher-facing materials enables students—both in your district and in other districts—to access answers to their assignments and miss out on valuable learning experiences. While our Terms of Use do allow you to post student-facing materials on a password-protected learning management system (LMS), posting of teacher-facing materials is prohibited.

Teacher Toolbox is intended for use by teachers and school administrators only. The PDF files within Teacher Toolbox contain content that is included in CA's proprietary i-Ready Classroom and Ready Curriculum materials. These PDFs are provided to you on a limited permission basis. Educators and administrators from schools or districts that have purchased licenses to Teacher Toolbox may download PDFs to their computer for their own reference and may post PDFs of student materials to any of the password-protected learning management systems (LMS) listed below, as long as such LMS can only be accessed by individuals associated with your school or district with a valid username and password. If you post Toolbox materials or content that includes or is based upon Toolbox materials in an LMS that permits content sharing, you must restrict content sharing and usage to licensed users of Teacher Toolbox. Please note that it is a violation of these Terms of Use to save files in a manner that overrides any security settings.

- Approved LMS platforms:
Blackboard

- Brightspace
- Buzz by Agilix
- Canvas by Instructure
- Edmodo
- Google Classroom
- ITS Learning
- Microsoft Suite for Education
- Moodle
- Nearpod
- PowerSchool
- Sakai
- Seesaw
- Schoology

An approved LMS platform means that the platform meets CA's security-related requirements to permit the posting of Toolbox materials in it. CA has no affiliation with any of these platforms and does not endorse any particular LMS. CA offers no assurance that our suite of products will function properly when accessed via any approved LMS platform. If you experience any issues using an approved LMS platform then you should contact the organization that manages that particular LMS.

If you would like to upload student-facing Teacher Toolbox materials to an LMS not listed here, please contact your Partner Success Manager.

In limited quantity and for use with your own students, you may print and/or make copies of student and teacher pages from other PDFs on the Teacher Toolbox. Copies of these materials must include all copyright, trademark and other proprietary rights notices contained on the original pages from which the copies were made. You may not print, copy, or share any pages from the Read Aloud Trade Books (available only in the Teacher Toolbox for Reading at Grades K and 1). You also may not share direct links to resources inside the Teacher Toolbox. Except as specified in these Terms of Use, you may not reproduce, upload, post, transmit, download or distribute any part of the Teacher Toolbox content or information.

Google Classroom Assignment.

For districts that use Google Classroom, CA offers educators the ability to easily assign certain student-facing content to their students through Google Classroom. If an educator elects to utilize this feature, their use remains subject to these Terms of Use and the relevant provisions of CA's data handling policies and procedures that pertain to the Opt-In Google Classroom Assignment Feature, which can be found through the link above. CA's materials that are made available in Google Classroom may only be shared with your students and educators, and those materials may not otherwise be reproduced, uploaded, posted, transmitted, downloaded, or distributed outside of your organization.

EXHIBIT D

!-Ready® Platform Data Handling and Privacy Statement

Last Updated: February 10, 2023

Purpose: Curriculum Associates ("CA") takes the protection of our customers' data and information, particularly student data, very seriously. The purpose of this Data Handling and Privacy Statement is to inform our customers about our current data security policies and practices, which are intended to safeguard this sensitive information. CA handles customer data in a manner consistent with applicable laws and regulations, including, without limitation, the Federal Family Educational Rights and Privacy Act (FERPA), the California Student Online Privacy Protection Act (SOPPPA), the Children's Online Privacy Protection Act (COPPA), the California Consumer Privacy Act, and other state student data privacy protection laws.

Scope: This policy covers the collection, use, and storage of data that is obtained through the use of the products and related services accessible through the use of CA's proprietary !-Ready® platform, !-Ready Connect™. These include !-Ready® Assessment, !-Ready Learning, !-Ready Learning Games, !-Ready Standards Mastery, !-Ready reports and reporting tools, and the e-book versions and digital components of !-Ready Classroom™ Mathematics. All of these products and services are collectively referred to in this policy as "*!-Ready*." Note that there are separate terms applicable only to *!-Ready Teacher Toolbox*, *Success Central*, and the Digital Resource Library, which are educator-only facing products. These separate terms are described at the end of this privacy statement.

Student Data Obtained and Collected.

CA receives certain information, which we receive pursuant to the school official exception under FERPA, from its school district customers to enable students to use *!-Ready*. The following information is generally provided to CA for each student user of *!-Ready*:

- student first and last name;
- date of birth;
- gender;
- ethnicity or race;
- student identification number;
- student school or class enrollment;
- student grade level;
- teacher name;
- English language learner status, and;
- eligibility for free- or reduced-price lunch.

Note that some of these data fields (such as ethnicity or race, ELL status, eligibility for free or reduced-price lunch) are not required for the use of *!-Ready*. However, where districts would like reporting capabilities based on these categories, they may choose to provide this information to CA.

Data We Do Not Collect.

CA never obtains or collects the following categories of information through the use of *!-Ready*:

-
- user biometric or health data;
 - user geolocation data;
 - student email addresses or social media profile information; or
 - student mailing addresses or phone numbers, or other such “directory” information.

Usage Data.

When students use *i-Ready*, certain assessment results and usage metrics are also created. These results and usage metrics are used by CA as described below. While teachers and school administrators are able to access student information and related *i-Ready* usage data, this information is not made available to other students or the public.

How We Use Student Data.

CA only uses student data for education-related purposes and to improve teaching and learning, as described in more detail here. We receive this data under the “school official” exception under FERPA:

- **For Services.** CA only uses student-identifiable data provided by schools and/or school districts to make *i-Ready* available to that particular student, and to provide related reports and services to that student’s school and school district and its educators and administrators. CA uses student data collected from the use of *i-Ready* for the purpose of making *i-Ready* available to its customers and for improving its content and effectiveness.
- **For Reporting.** CA provides reporting capabilities to its educator customers, and these reports are generated based on *i-Ready* usage information.
- **For Account Support.** Customers’ usage data may also be used on an aggregated basis to allow CA’s Partner Success, customer service and tech support teams to provide services that meet the specific needs of our educator customers.
- **Treatment as PII.** CA treats all student-identifiable data, and any combination of that data, as personally-identifiable information, and that data is stored securely as described more fully below.
- **No Solicitation of Students.** CA receives education records from our school district customers to enable students and teachers to use *i-Ready*. CA does not solicit personally identifiable information directly from students—all student information is provided by school district customers or created through the use of the *i-Ready* platform. Because *i-Ready* is only used in the context of school-directed learning, schools are not required to obtain parental consent under COPPA to provide us with this data, although many customers choose to do so to comply with state or local requirements.
- **No Ownership.** CA does not obtain any ownership interest in student-identifiable data.

How We Use De-Identified Data.

CA collects and uses “de-identified student data”, which refers to data generated from usage of *i-Ready* from which all personally identifiable information has been removed or obscured so that it does not identify individual students and there is no reasonable basis to believe that the information can be used to identify individual students.

CA also collects the following information about educators that use the *i-Ready* platform: name, school or district affiliation, grade level teaching, IP address, and email address. CA uses this information for account registration and maintenance purposes. CA also records when educator account logins are created, and when educators log in and out of the *i-Ready* platform. CA utilizes a third-party service

How We Use Educator Data.

Student Privacy Pledge. To further demonstrate its commitment to protecting the privacy of student information, CA has taken the Student Privacy Pledge <https://studentprivacypledge.org>. This means that, among other things, CA has pledged not to sell student information, not to engage in behaviorally targeted advertising, and to use collected data for authorized purposes only. CA only uses collected student data for the purposes described in the "How We Use Student Data" paragraph.

- There are no social interactions between users in *i-Ready*, and a given user's account is not accessible to other student users or third parties. Thus there is no opportunity for cyberbullying within *i-Ready*.
- There is no ability for users to upload user content created outside of *i-Ready*. Other than responses to questions or instructional prompts, students cannot create content within *i-Ready*.
- *i-Ready* user information does not involve the creation of a profile, and cannot be shared for social purposes.

No User Interactions.

- CA does not include advertisements or marketing messages within *i-Ready* nor does it use student data for targeted advertising or marketing.
- No student data collected in connection with *i-Ready* usage is shared with third parties for any advertising, marketing, or tracking purposes.

No Targeted Advertisements or Marketing.

- CA uses this aggregated, de-identified student data for core product functionality to make *i-Ready* a more effective, adaptive product.
- CA uses de-identified data to provide services to our educator customers. We sometimes use third party software tools (such as Salesforce or Domo) to enhance the level of service we provide. However, we only use de-identified data with these tools.
- CA also uses de-identified student and educator data for research and development purposes. This might include research analyzing the efficacy of *i-Ready* or development efforts related to our product and service offerings. We also conduct research using de-identified data for studies focused on improving educational systems and student outcomes more generally.
- While some of this research work is done internally, CA does share de-identified student data with trusted third-party research partners as part of these research initiatives.
- CA does not attempt to re-identify de-identified student data and takes reasonable measures to protect against the re-identification of its de-identified student data.
- Our research partners are prohibited from attempting to re-identify de-identified student or educator data.
- CA does not sell student identifiable data or aggregated de-identified student or educator data to third parties.

provider to host professional-development content for educators in a learning-management system (LMS). For any educator who utilizes that content, CA and/or the educator will provide certain *i-Ready* account information to its third-party service provider, and this information will be used to communicate with educators and district-level administrators more effectively about their specific implementation, and to better understand how educators use the *i-Ready* and LMS platforms. We may also use de-identified educator data to improve our product and service offerings, as described in the “How We Use De-Identified Data” section above.

Data Storage Location.

- *i-Ready* is a cloud-based application.
- Our servers are located in Tier 1 data centers located in the United States.
- We do not store any student data outside of the US.

Network-Level Security Measures.

- CA’s *i-Ready* systems and servers are hosted in a cloud environment.
- Our hosting provider implements network-level security measures in accordance with industry standards.
- Curriculum Associates manages its own controls of the network environment.

Server-Level Security Measures.

- Access to production servers is limited to a small, identified group of operations engineers who are trained specifically for those responsibilities.
- The servers are configured to conduct daily updates for any security patches that are released and applicable.
- The servers have anti-virus protection, intrusion detection, configuration control, monitoring/alerting, and automated backups.
- Curriculum Associates conducts regular vulnerability testing.

Computer/Laptop/Device Security Measures. Curriculum Associates employs a full IT staff that manages and secures its corporate and employee IT systems. Laptops are encrypted and centrally managed with respect to configuration updates and anti-virus protection. Access to all CA computers and laptops is password-controlled. CA sets up teacher and administrator accounts for *i-Ready* so that they are also password-controlled. We support customers that use single sign on (SSO) technology for accessing *i-Ready*.

Encryption.

- *i-Ready* is only accessible via https and all public network traffic is encrypted with the latest encryption standards.
- Encryption of data at rest is implemented for all data stored in the *i-Ready* system.

Employee and Contractor Policies and Procedures. CA limits access to student-identifiable data and customer data to those employees who need to have such access in order to allow CA to provide quality

products and services to its customers. CA requires all employees who have access to CA servers and systems to sign confidentiality agreements. CA requires its employees and contractors who have access to student data to participate in annual training sessions on IT security policies and best practices. Any employee who ceases working at CA is reminded of his or her confidentiality obligations at the time of departure, and network access is terminated at that time.

Third-Party Audits and Monitoring. In addition to internal monitoring and vulnerability assessments, Curriculum Associates contracts with a third party to conduct annual security audits, which includes penetration testing of the *i-Ready* application. Curriculum Associates reviews the third-party audit findings and implements recommended security program changes and enhancements where practical and appropriate.

Data Retention and Destruction. Student and teacher personal data is used only in the production systems and only for the explicitly identified functions of the *i-Ready* application. Student and teacher personal data is de-identified before any testing or research activities may be conducted. Upon the written request of a customer, Curriculum Associates will remove all personally identifiable student and educator data from its production systems when CA will no longer be providing access to *i-Ready* to that customer. In addition, CA reserves the right, in its sole discretion, to remove a particular customer's student data from its production servers a reasonable period of time after its relationship with the customer has ended, as demonstrated by the end of contract term or a significant period of inactivity in all customer accounts. Student data is removed from backups in accordance with CA's data retention practices. If CA is required to restore any materials from its backups, it will purge all student-identifiable data not currently in use in the production systems from the restored backups.

Correction and Removal of Student Data.

- Parents of students, guardians, or eligible students who use *i-Ready* may request correction or removal of the student's personally identifiable data from *i-Ready* by contacting their student's teacher or school administrator. The teacher or school administrator can then verify the identity of the requesting party and notify CA of the request.
- CA will promptly comply with valid requests for correction or removal of student data; however, removal of student personally identifiable data will limit that student's ability to use *i-Ready*.

Breach Notification.

CA follows documented "Security Incident Management Procedures" when investigating any potential security incident. In the event of a data security breach, CA will notify impacted customers as promptly as possible that a breach has occurred, and will inform them (to the extent known) what data has been compromised. CA expects customers to notify individual teachers and parents of any such breach to the extent required, but will provide customers reasonably requested assistance with such notifications and will also reimburse customers for the reasonable costs associated with legally required breach notices.

Data Collection and Handling Practices for Educator Resources.

Curriculum Associates offers a set of digital resources intended for use by educators, including Teacher Toolbox, Success Central, and the Resource Library (collectively and individually, the "Educator Resource Materials"). They are not student-facing materials, and therefore no student data is collected through the use of the Educator Resource Material. CA collects the following information about educators who use the Educator Resource Materials: name, school or district affiliation, grade level teaching, and email

address. CA uses this information for account registration and maintenance purposes. CA also records when educator account logins are created, and when educators log in and out of the Educator Resource Materials. When a teacher uses the Educator Resource Materials, our systems record which resources have been accessed by whom and the frequency of access. We use this information for product development purposes, to ensure that we are providing educators with resources that are useful to them. Our Partner Success, customer service and tech support teams also use this information to provide more specifically tailored support to our educator customers. Upon request, we may also provide this information to school or district level administrators to help them better understand how our Educator Resource Materials are used by educators in their school or district. We also use this information to communicate with educators more effectively about their specific implementation. We do not sell this information or otherwise share it with any third parties, nor do we serve advertisements to educators based on this usage data. We do not use this data to create a profile about any of the educators who use our products to provide to anyone outside of CA. We simply use this collected data for internal purposes to make our product and service offerings better.

Opt-In Google Classroom Assignment Feature for Educator Resource Materials.

For districts that use Google Classroom, Curriculum Associates offers educators the ability to easily assign certain student-facing content, including certain Educator Resource Materials, to their students through Google Classroom. If an educator elects to utilize this feature, Google Classroom will provide Curriculum Associates with the educator's name and email address, as well as the roster information and coursework data for that educator's classroom. In addition, if permission is granted by the educator, Google will allow Curriculum Associates to access the educator's Google Classroom environment and to directly upload the Educator Resource Materials content into Google Classroom through Google Drive. Use of Google Classroom is subject to Google Classroom's terms of service and privacy policy.

Policy Review.

Curriculum Associates reviews this privacy policy on an annual basis and makes updates from time to time to reflect changes in legal requirements and to provide more clarity to our customers on our practices. If you have any questions about our data-handling practices or this privacy policy, you may contact us at privacy@cainc.com.